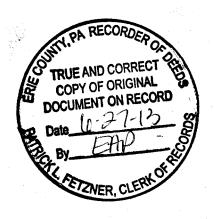
## ANNEX A



## Lewis Vincent Hughes

## Duly Sworn Declaration of Annex Execution for Political and Legal Obligations

Done this 17 day of June, 2013

Erie County }

Solution is solved by the State of Pennsylvania }

} s.s. TO ALL TO WHOM THESE PRESENTS
SHALL COME

Before All the World; Greetings:

- 1. I, Lewis Vincent Hughes, being a live flesh and blood, sentinent being, a Free Man, of sound mind, competent to contract, having no known impairments to my right to Contract now issue this Testament of Acceptance as Declaration of Annex and Execution for Political and Legal Obligations. I willingly bind myself to, The Principles as stated in the unanimous Declaration of Independence of the thirteen united States of America, July 4, 1776, nunc pro tune, and do now affix my name by annex of my signature to the original document.
- 2. I, Lewis Vincent Hughes, being a live flesh and blood, sentinent being, a Free Man, of sound mind, competent to contract, having no known impairments to my right to Contract now issue this Testament of Acceptance as Declaration of Annex and Execution for Political and Legal Obligations. I willingly bind myself to, The Principles of the People's Law as stated by the Constitution for the State of Pennsylvania, September 28, 1776, nunc pro tung/in my

Acceptance of Recognition

Page 1 of 12

standing and capacity as one of the Constituents upon the soil of the State of Pennsylvania, thru the elected Delegates to the Constitutional Convention held in Philadephia, one of whom was my blood ancestor, transferred to current domicile, the State of Oregon, duly constituted Salem, 1859, under full faith and credit, do now affix my name by annex of my signature signature to the original documents, the fundamental original organic superior source and authority of all Law operating and controlling governmental services, nunc pro tunc.

- 3. I, *Sewie Vincent Flughee*, being a live flesh and blood, sentinent being, a Free Man, of sound mind, competent to contract, having no known impairments to my right to Contract now issue this Testament of Acceptance as Declaration of Annex and Execution for Political and Legal Obligations. <u>I willingly bind myself to</u>, The Principles as stated in the Articles of Confederation and Perpetual Union Between the States of New Hampshire, Rhode Island, Providence Plantation, Connecticut, New York, New Jersey, Pennsylvania, Delaware, Maryland, Virginia, North Carolina, South Carolina, and Georgia, as ratified by the Thirteen States March 1, 1781, nunc pro tunc, and in my standing and capacity as one of the Constituents upon the soil of the State of Pennsylvania and State of Oregon current domicile venue for equal footing for all sister States, through the elected Delegates of the State of Pennsylvania and State of Oregon current domicile venue as equal footing for all sister States, do now affix my name by annex of my signature signature to the original document, nunc pro tunc.
- 4. I, Lewis Vincent Flughes, being a live flesh and blood, sentinent being, a Free Man, of sound mind, competent to contract, having no known impairments to my right to Contract now issue this Testament of Acceptance as Declaration of Annex and Execution for Political and Legal Obligations. I willingly bind myself to, The Principles as stated in the NORTHWEST ORDINANCE, known by the formal title of "An Ordinance for the Government of the Territory of the United States, North-West of the River Ohio" as enacted the Congress of the Confederation of the United States, July 13, 1787, 1 Stat 51, equal footing for all sister States under Perpetual Union, and in my standing and capacity as one of the Constituents upon the soil of the State of Pennsylvania and State of Oregon, my current domicile, through the elected Representatives of the State of Pennsylvania and State of Oregon as a sister States, do now affix my name by annex of my signature signature to the original document, nunc pro tunc.
- 5. I, Lewis Vincent Hughes, issue this public document as the political, legal, and executive statement of accounts ascertained by and through self-determination under open Public Records for My private obligations to serve my Creator under the laws of Nature, and administer same under the Principles and Authorities stated within the 1776 Declaration of Independence

and original Laws as set by the Constitution for the State of Pennsylvania and State of Oregon current domicile sister State, granted by the One People on the soil within the exterior boundaries of the State of Pennsylvania and State of Oregon and all sister States.

- 6. I, Lewis Vincent Hughes, am in [possession] receipt of public document entitled CERTIFICATION OF BIRTH, issued by COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF HEALTH VITAL RECORDS, file No. 1826820-1946, series H105.105(Rev 01-99), identifier 10273353, February 25 2003, with official embossed Seal, Annex A.
- 7. I, Lewis Vincent Kughes, am the Man-child of the Free Man, Boyd Beebe Hughes and the Free Woman, Ethel Texie Cooper Hughes. I emerged into this world onto the soil of Erie County, State of Pennsylvania on November 24, 1946, in the Hamot Hospital.
- 8. I, Lewis Vincent Hughes, acknowledge COMMONWEALTH / STATE OF PENNSYLVANIA, DEPARTMENT OF HEALTH VITAL RECORDS, CERTIFICATE OF BIRTH, file No. 1826820-1946, series H105.105(Rev 01-99), identifier 10273353, represents and warrants COMMONWEALTH / STATE OF PENNSYLVANIA's, promise to Me, Lewis Vincent Hughes, that I am recognized as the Object to be absolutely protected by all governmental powers of any nature or kind, which is the mandatory subject of powers granted by the People to government first and foremost always. The Bailment of My Personal Property, Chattel, Political Will, is protected under Eminent Domain. The use of my Chattel as the value, consideration, protecting the Contract State Constitutions and the agency thereto, the United States, is executed hereby and herewith.

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# Definitive Findings of Fact and the Original Statement of the People's Law is Conclusive

- 9. I, Lewis Vincent Hughes, accept that the State of Pennsylvania, September 28, 1776, and State of Oregon current domicile venue as equal footing for all sister States, are Trusts granted by the Free People on the soil of Pennsylvania in 1776, who each bailed their personal Chattel, Political Will, to establish the Political Body entitled the State of Pennsylvania and State of Oregon, my current domiclie, under Constitutions to which I am Beneficiary, now Trustee, a previously abandoned position by those individuals claiming to act for the People's benefit. I understand and recognize that STATE OF PENNSYLVANIA and STATE OF OREGON are fictions, are corporate entities under Federal United States Franchise operating EIN #23-6003112, PENNSYLVANIA and EIN #93-6001960, OREGON, as a commercial goods and services providers for original governmental services to Me and any other Free Men, who recognize personnal responsibility for Liberty through proper administration of government created by the Free People for access to the de jure governments constructed by the People of Pennsylvania and sister States in Perpetual Union, The United States of America as Confederated, 1781, and The United States administration thereto.
- 10. I, Lewis Vincent Hughes, accept STATE OF PENNSYLVANIA's recognition of Lewis Vincent Hughes as a live flesh and blood, sentinent being, Free Man present upon the soil of the State of Pennsylvania, 1776, administering the political will of the People of Pennsylvania under the Constitution granted by the People of Pennsylvania as a State, currently operated for the People's sole benefit by STATE OF PENNSYLVANIA as transferred to current administrator STATE OF OREGON, each commercial goods and services providers of legitimate de jure governmental powers to and for the People, bodi polti, the State of Oregon 1859, via service provider STATE OF OREGON, 1859.
- 11. I, Lewis Vincent Hughes, accept the State of Pennsylvania's and State of Oregon's, my current domicile, recognition that the Constitution for the State of Pennsylvania and State of Oregon current domicile venue as equal footing for all sister States are contracts between the Grantors, the People of Pennsylvania and the People of Oregon for the construction of the bodies politic, the State of Pennsylvania and State of Oregon political bodies which are ordained specifically and exclusively to protect the rights of the People, especially the rights of Life, Liberty, and the ownership of Property, through the protected right to contract.

A.

- 12. I, Lewis Vincent Hughes, pledge my personal property Chattel, my Political will, to serve the principles as stated in and by the Declaration of Independence, the Articles of Confederation, in particular 1 Stat. 51, and the duly contituted State of Pennsylvania's Constitution of 1776 as granted by the People on the soil of Pennsylvania, 1776, along with equal footing sister States, 1 Stat 51, particularly by the People on the soil of Oregon, current domicile and venue, nunc pro tunc.
- 13. I, Lewis Vincent Hughes, accept that this statement of pledge constructs and perfects the contract obligation owed to Me and all other Free Men as the sole exclusive source and authority of, and supervision over, all laws of State of Pennsylvania and State of Oregon, my current domicile venue, inclusive of their grant of authorities to the federal United States constructed 1791, for My execution in the form of supervision, of any and all acts taken, or omitted from being taken, by all actors claiming to act under governmental powers powers as my duty to protect my chattel properties, and to protect other men's chattel properties so joined, duly accepted under the contract constitution creating the State of Pennsylvania, September 28, 1776 and State of Oregon, February 14, 1859.
- 14. I, Lewis Vincent Hughes, accept the STATE OF PENNSYLVANIA's recognition of Lewis Vincent Hughes as a live flesh and blood, sentinent being, Free Man present upon the soil of the State of Pennsylvania and State of Oregon, my current domicile venue, is openly admitted obligator for the administration of the Political Will of the People of Pennsylvania through the Constitution for Pennsylvania as a State, September, 1776, as joined to the Perpetual Union of States in Confederation, March 1781, and State of Oregon, current domicile venue as equal footing for all sister States.
- 15. I, Lewis Vincent Hughes, promise to at all times stand under Authority of Law contained by the Constitution for the State of Pennsylvania, the Principles of the 1776 Declaration of Indepence, as acknowledged worldwide, nunc pro tunc.
- 16. I, Lewis Vincent Hughes, understand the State of Pennsylvania and State of Oregon are bound to the unanimous Declaration of the thirteen united States of America 1776, the Confederation Contract of 1781, as the Original Organic Law by free contract association of men who constructed the form and forum of government for, by, and of the People under fully informed consent. I promise to never allow Myself to become engaged or subject through any contract or transaction to activities contravening the Constitution for the State of Pennsylvania and State of Oregon current domicile venue as equal footing for all sister States. I will work

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diligently to expose any and all wrong doers acting outside the limits of authority set by Law of the People through our Constitutions and hold myself and all others accountable to the Original Law of The One People. I recognize my obligations herein extend into Federal Jurisdiction as my agents, The State of Pennsylvania and State of Oregon are co-grantors, creators of the Federal United States under its Constitution 1789, as Amended 1791, pursuant to Article VII of the United States Constitution, as amended 1791.

- 17. I, Lewis Vincent Hughes, understand that the Articles of Confederation and Perpetual Union and the name of the Union of States, The United States of America, is a perpetuity.
- 18. I, Lewis Vincent Flughes, accept STATE OF PENNSYLVANIA's obligations and duties to Me for providing the protection of personnal Life, Liberty, Property, and Right to Contract as the sole purpose of governments existence within the exteriors boundaries of Pennsylvania and Oregon, inclusive of The United States of America perpetuity 1781, inclusive of any of their derivative forms or forums no matter how constructed or constituted, by anyone or any group, as mandatory upon all other sister States under Perpetual Union as full faith and credit, inclusive of each and every agent, officer, assign, or employees of any government or claimed government entity USING or claiming USE of Original or alleged derivative power or authorities denominated government of any forum whatsoever operating within the exterior boundaries of the Union of sister states as Created, Constructed, Ordained by the Free People on the soil as the exclusive Beneficiary and protected parties for whom all government of America exists.

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# Lewis Vincent Hughes's Order of Execution Writ of Praecipe

Being that: the law governing any and all acts of any and all government entities, government constructions or derivatives thereto or from the original blueprint set up by the people as the Original state as Free Men is in written form duly recognized before the entire world, with all servants to or claimants of, any governmental or alleged government power or authority bind themselves of their own free will and right to contract voluntarily binds each servant or agent to the written principles and law of the 1776 declaration, the States united constitutions, Confederation, and it's management document the Constitution for United States of America 1791, as amended, administrator the United States inclusive as the contracts.

I, Lewis Vincent Hughes, therefore: hereby and herewith execute the standing open offer, under all rights reserved, to execute completely my Standing and Capacity for perfecting my legal relation to any and all Government of any type, kind, or capacity operating within the Exterior boundaries of the union of States united by affixing my name through signature and seal to:

- 1) Declaration of Independence, July 4, 1776
- 2) Articles of Confederation and Perpetual Union, ratified March 1, 1781
- 3) Northwest Ordinace, 1 Stat 51 NW, July 13, 1787
- 4) The Constitution for the Commonwealth/ State of Pennsylvania, September 28, 1776
- 5) The Constitution for the State of Oregon, February 14, 1859

Therefore: I, Lewis Vincent Hughes, am Bailor to, Grantor of, Beneficiary of and to All governmental or alleged government powers or authorities operating under title the State of Pennsylvania, the State of Oregon, The United States of America, inclusive of any derivatives or service, individuals, or, Constructions thereto, now thereby being Bailor, grantor, and beneficiary, to the State of Pennsylvania from the age of majority, nunc pro tunc, as currently on the soil and within the protection of the State of Oregon Bodi Politi Constitution, pursuant to Preamble and Article 1 thereof.

Wherefore: as chattel property owner and depositor of my political will, private property, through bailment, I demand my chattel be administered under the original principles and original laws set out, nunc pro tune, by the people beginning July 4, 1776 and executed for my exclusive benefit, inclusive of the People of Pennsylvania's Constitution and People of Oregon's Constitution for full faith and credit among all the States.

##

Failure to execute under the written orders granted by the people by any agent or servant claiming use of my chattel properties is an abandonment of powers resulting in self executing contract binding on all agent servants to my chattels requiring that I, *Lewis Vincent Hughes*, assume the full and complete trustee duties over the administration of my estate as Joinded, joint and several estates of other Free Men declaring their liberty as I have. I promise to recognize and support other Free Men who accept the personal responsibility and liabilities for the protection of Life, Lliberty, Property, and Right to Contract of all Free Americans.

#### **WHEREFORE:**

To my creator; To the principals, and To the law expressed in this testament, and To all Freemen, I, *Lewis Vincent Hughes*, with my signature and seal, do, hereby and herewith, solemnly pledge my Life, my Fortune, and my Sacred Honor.

This instrument Decled by Lewis Vincent Hughes's legal relations as owning any and all government operating within The United States of America is issued as Full Faith and Credit protected by Law of the United States Constitution Article IV, Valid Before The Whole World, nunc pro tunc,

1967, under indemnity agreement, voluntary oath and employment, executed by each and every government officer, employee, agent, or assigns, sureties under duly accepted payment for services promised.

Lewis Vincent Hughes

Grantor, Bailor, Beneficiary, Trustee to

The State of Pennsylvania, 1776

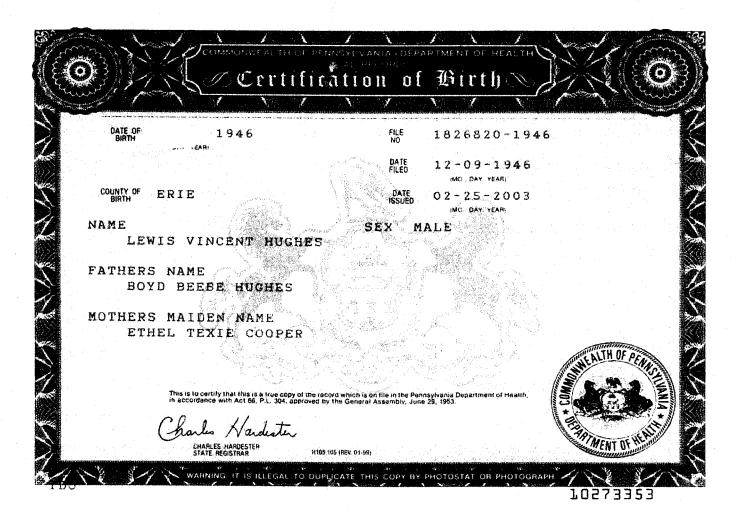
Notice: Use of Notary is for Acknowledgment and Reco	ogntion.
STATE OF OREGON )	
COUNTY OF LANE ) JURAT )	
Before me the undersigned, a Notary acting within and	for the COUNTY of LANE
and STATE OF OREGON on this / 7 day of \	, 2013, personally appeared
and known to me to be the identical Free Man, Lewis V	incent Hughes, who being duly sworn,
declared the above to be true, correct, and not meant to	mis-lead, to the best of his first hand
knowledge, understanding, and belief, executed by his	free will and voluntary act and deed the
foregoing document as bailor, grantor, beneficiary, and	now trustee, for transfer of Notice for
acknowledgement.	
Given under my hand and seal this	June, 2013.
Notary signature	Seal
Frinted Notary name	OFFICIAL SEAL  JAMES M WESTCOTT  NOTARY PUBLIC - OREGON COMMISSION NO. 456499  MY COMMISSION EXPIRES MAY 20, 2015,

Ratified, Tranmitted via Registered Mail # RB 251 255 946 US

My commission expires 5-20-2015



#### **ANNEX A**



**Note:** Endorsement on Reverse



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'							PRESENT ADDRESS
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#### TEXT OF ENDORSEMENT:

Accepted: Assignment to the United States via COMMONWEALTH/ STATE OF PENNSYLVANIA CERTIFICATION OF BIRTH for full Indemnity obligation under consideration as deposited, Bailment, Chattel Property, Eminent Domain. [12 USC 95a (2)] Executed: Duly Sworn Declaration of Annex Execution for Political and Legal Obligations

AA

## ANNEX B

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Acceptance of Recognition

Page 12 of 12





#### RECORDER OF DEEDS DIVISION

ERIE COUNTY COURTHOUSE 140 W. 6TH STREET, ERIE, PA 16501
Mailing Address: P.O. Box 1849, Erie, Pennsylvania 16512
PHONE: (814) 451-6246 FAX: (814) 451-6213
EMAIL: recorder@eriecountygov.org

#### PATRICK L. FETZNER CLERK OF RECORDS

Instrument Number: 2013-016477

Instrument Type: AGREEMENT

Indexed Party:

Record Date:

6/27/2013

Record Time:

11:44:11

Receipt No.:

1044129

Receipt Distribut	ion	
Fee/Tax Description	Payment Amount	
AGREEMENT	27.00	

AGREEMENT	27.00
AGREEMENT - WRIT	.50
CO REC MGT ACCT	2.00
ROD REC MGT ACCT	3.00
Check# 5758	\$32.50
Total Received	\$32.50

Recording Page Count: 13

Paid By Remarks: HUGHES/HUGHES

DC

I HEREBY CERTIFY THAT THIS DOCUMENT IS RECORDED IN THE RECORDER OF DEEDS OFFICE OF ERIE COUNTY, PENNSYLVANIA

PATRICK L. FETZNER

**ERIE COUNTY CLERK OF RECORDS** 

Certification Page
DO NOT DETACH

This page is now part of this legal document.

NOTE: Some information subject to change during the verification process and may not be reflected on this page.

## ANNEX B

When recorded return to: William R. Hinesty 15923 SE 369th Street Auburn, WA 98092

Filed for record at the request of: Fidelity National Title

6450 Southcenter Blvd., Suite 107 Tukwila, WA 98188-2552 Escrow No.: 611118217

E2774402 \$4,526.28

PAGE-001 OF 001

#### SPECIAL WARRANTY DEED (Not Statutory)

THE GRANTOR(S) Bank of America, N.A.

for and in consideration of Ten And No/100 Dollars (\$10.00) and other good and valuable consideration

in hand paid, bargains, sells, and conveys to William R. Hinesty, a married man as his separate estate

the following described estate, situated in the County of King, State of Washington:

Lot(s) 3 and 4, PARK VISTA NO. 1, according to the plat thereof, recorded in Volume 84 of Plats, Pages 78 and 79; records of King County, Washington, Situate in the County of King, State of Washington.

Tax Parcel Number(s): 665250-0030 01, 665250 0040 09,

Subject to: RIGHTS, RESERVATIONS, COVENANTS, CONDITIONS, RESTRICTIONS, AGREEMENTS, NOTES, DEDICATIONS, ENCROACHMENTS, AND EASEMENTS PRESENTLY OF RECORD,

FIDELITY NATIONAL SITUE

Dated: December 23, 2015 December 30, 2015

Bank of America, N.A.

611118217

Name: Kelly M

Title: Assistant Vice President

Special Warranty Deed (LPB 16-09) WA0000753.doc / Updated: 07.30.13

WA-FT-FTMA-01530.610052-61111821

## SPECIAL WARRANTY DEED (continued)

STATE OF Arizona

COUNTY OF Maricopa

55.

I certify that I know or have satisfactory evidence that

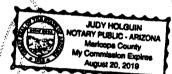
(istane) the person(s) who appeared before me, and said person(s) acknowledged that Kelly M. Sorenson signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledge it as the Assistant Vice President of

Bank of America, N.A. to be

the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: December 30, 2015

Notar chame printed or typed: Judy Holguin Notary Public in and for the State of Arizona Residing at Maricope County My appointment expires: 08/20/2019



## ANNEX C

#### 2-18TAM

RECORDING REQUESTED BY:

WHEN RECORDED MAIL DEED AND TAX STATEMENT TO:

BANK OF AMERICA, N.A. c/o Bank of America, N.A. 7105 Corporate Drive Plano, TX 75024



E2717987

03/12/2015 11:53

KING COUNTY, UA

\$10.06
\$6.00

PAGE-001 OF 001

TS No: WA08000210-13-1

APN 665250-0040-09/665250-0030-01

TO No.: 8389974

#### TRUSTEE'S DEED UPON SALE

THE GRANTOR, MTC Financial Inc. dba Trustee Corps, as present Trustee under that Deed of Trust, as hereinafter particularly described, in consideration of the premises and payment recited below, hereby grants and conveys, without warranty to BANK OF AMERICA, N.A., GRANTEE, that real property, situated in the County of King, State of Washington, described as follows:

LOTS 37 AND 4, PARK VISTA NUMBER 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 84 OF PLATS, PAGES 78 AND 79, IN KING COUNTY, WASHINGTON.
MORE ACCURATELY DESCRIBED AS
LOT(S) 3 AND 4, PARK VISTA NUMBER 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 84 OF PLATS, PAGE(S) 78 AND 79, IN KING COUNTY, WASHINGTON.

APN: 665250-0040-09/665250-0030-01

#### **RECITALS:**

- 1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon said Trustee by that certain Deed of Trust dated July 6, 2005, executed by Stuart N. Clifford, a unmarried man as his separate estate, ROBBIN P OTT, as Grantor, to Ticor Title, as Trustee, in favor of Mortgage Electronic Registration Systems, Inc. ("MERS"), as designated nominee for CTX Mortgage Company, LLC, Beneficiary of the security instrument, its successors and assigns, recorded on July 8, 2005, as Instrument No. 20050708001837, of official records in the Office of the County Auditor of King County, Washington.
- 2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of one Promissory Note in the sum of \$368,000.00 with interest thereon, according to the terms thereof, in favor of Mortgage Electronic Registration Systems, Inc., as nominee for CTX Mortgage Company, LLC, as original Beneficiary and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust.
- 3. The described Deed of Trust provides that the real property conveyed therein is not used principally for agricultural or farming purposes.
- 4. Default having occurred in the obligations secured and/or covenants of the Grantor, as set forth in Notice of Trustee's Sale described below, which by the terms of the Deed of Trust make operative the power to sell, the thirty-day advance Notice of Default was transmitted to the Grantor, or his successor in interest, and a copy of said Notice was posted or served in accordance with law.

TS No: WA08000210-13-1

APN 665250-0040-09/665250-0030-01

TO No.: 8389974

- 5. BANK OF AMERICA, N.A., being then the holder of the indebtedness secured by said Deed of Trust, delivered to said Trustee a written request directing said Trustee or his authorized agent to sell the described property in accordance with law and the terms of said Deed of Trust.
- 6. The defaults specified in the "Notice of Default" not having been cured, the Trustee, in compliance with the terms of said Deed of Trust, a "Notice of Trustee's Sale" of said property recorded on July 2, 2014 as Auditor's File No. 20140702000615 in the Office of the Auditor of King County, Washington.
- 7. The Trustee, in its aforesaid "Notice of Trustee's Sale," fixed the place of sale as at the main entrance to the Administration Building, 500 4th Avenue, Seattle, WA 98104, a public place, on March 6, 2015 at 10:00 AM, and in accordance with law caused copies of the statutory "Notice of Trustee's Sale" to be transmitted by mail to all persons entitled thereto and either posted or served prior to 90 days before the sale; further, the Trustee caused a copy of said "Notice of Trustee's Sale" to be published once between the thirty-fifth and twenty-eighth day before the date of sale, and once between the fourteenth and seventh day before the date of sale in a legal newspaper in each county in which the property or any part thereof is situated; and further, included in this Notice, which was transmitted to or served upon the Grantor or his successor in interest, a "Notice of Foreclosure" in substantially the statutory form.
- 8. During foreclosure, no action was pending on an obligation secured by said Deed of Trust.
- 9. All legal requirements and all provisions of said Deed of Trust have been complied with, as to acts to be performed and notices to be given, as provided in Chapter 61.24 RCW.
- 10. The defaults specified in the "Notice of Trustee's Sale" not having been cured eleven days prior to the date of Trustee's Sale and said obligations secured by said Deed of Trust remaining unpaid, on March 6, 2015, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the Trustee then and there sold at public auction to said Grantee, the highest bidder therefore, the property hereinabove described, for the sum of \$340,000.00, by the satisfaction in full of the obligation then secured by said Deed of Trust, together with all fees, costs and expenses as provided by statute.

Dated: March 9, 2015

MTC Financial Inc. dba Trustee Corps, as Duly Appointed Successor Trustee

By: Athena Vaughn, Authorized Signatory

STATE OF WASHINGTON COUNTY OF KING

I certify that I know or have satisfactory evidence that <u>ATHENA VAUGHN</u> is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Authorized Signatory for MTC Financial Inc. DBA Trustee Corps to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Notary Public in and for the State of Washington

Residing at King County

My Commission expires <u>02/15/2019</u>

Notary Public
State of Washington
KYLE PUTMAN
My Appointment Expires Feb 15, 2018

har Datisha

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## ANNEX D

Retu	rn Address:
_Lev	is Vincent Hughes
_718 _#23	Griffin Ave
	mclaw, WA 98022



E2694369

F 001

		SÁLÊ	\$10.00 \$0.00	PAGE-06
lease print or type information	WASHINGTON	STATE RECORE	NFD'S Cover Sheet	(DCW 65 AA)
ocument Title(s) (or tra	insactions contained	therein): (all areas applic	cable to your document mu	st be filled in)
Title under DEED		2.		
	7.77			
- N 1				
eference Number(s) o	i ()	$-\delta = \delta - \delta \epsilon$		
dditional reference #'s on p		<u> </u>		
rantor(s) Exactly as nan		ument	Pa	
Wanda E. Arp			<del>-                                    </del>	
Dean A. Arp		<u> </u>		
Iditional names on page	of document.		/ >	
rantee(s) Exactly as nam	ne(s) appear on doce	ument	general territory	
_Lewis Vincent Hughes_		The second se		
			The state of the s	
klitional names on page	of document	The state of the s	A CONTRACTOR OF THE PARTY OF TH	7 7
egal description (abbrev		k, plat or section, townsl	hip, range)	<del>}</del>
Lots 3-4, Park Vista No. 1,	according to the Pl	at thereof recorded in Ve	ol. 84 of Plats, Pages 78	-79
ditional legal is on page	of document.		- Comment	:
sessor's Property Tax	x Parcel/Accoun	nt Number	☐ Assessor Tax	# not yet
igned				" not yet
Nos. 665250-0040 e Auditor/Recorder will rel	v on the information	n provided on this form	The staff will not read	the document
verify the accuracy or comp	leteness of the inde	xing information provid	ed herein.	me document
m signing below and payi	ng an additional \$4	KO recording for (as and	uided in DCW 26 10 0	10 4
	onstandard docum	nent), because this docu	ament does not meet m	aroin and
rred to as an emergency n				
rred to as an emergency n natting requirements. Fur	thermore. I hereb	v understand that the r	ecording process may	cover up or
rred to as an emergency n natting requirements. Fur erwise obscure some part of	thermore. I hereb	v understand that the r	ecording process may esult of this request."  Signature of Requ	

When Recorded Return to: Lewis Hughes 7.18 Graffin Ave, #231 Enumelaw, WA 98022

(Space Above This Line For Recording Data)

## Title Under DEED

Comes now Wanda E. Arp and Dean A. Arp, who hereby and herewith do Grant and Convey to Lewis Vincent Hughes, all Rights, Title, and Interests in that property described as follows:

Lots 3-4, Park Vista No. 1, according to the Plat thereof recorded in Vol. 84 of Plats, Pages 78-79.

Parcel Nos. 665250-0040 & 665250-0030

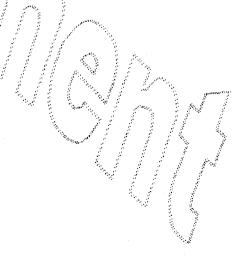
Witnesseth, that said grantors in and for consideration of the sum of TWENTY-FIVE AND NO/100 DOLLARS PAID IN SILVER SPECIE (\$25.00 paid in silver specie) and in other good and valuable consideration to said grantors in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the above described land, together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. situate, lying and being in County of King, State of Washington.

We, the Grantors, Wanda E. Arp and Dean A. Arp, declare the following to be true and correct under penalties for perjury:

- 1. Our, the Grantors', Credit is our private property.
- 2. When We, the Grantors', issued our Credit it was consideration duly accepted as value and bound a contract.

Common Law Deed

Page 1 of 4



- 3. Our, the Grantors', Credit was converted to fungible form for use to back all commercial credit in the State of Washington and the United States, of which We were never advised, nor did We ever consent to conversion of our private property to public property or public use.
- 4. Our, the Grantors', real property, held under Grant Deed was paid for through use of our Credit.
- 5. Said property is not the homestead of the grantors under the laws and constitution of the State of Washington and that neither grantors nor any member of the household of grantors reside thereon.

To Have and to Hold, the same under the Common Law of the State of Washington.

And the grantors hereby covenent with said grantee that the grantor is lawfully seized of said land in absolute title; the grantors have good right and lawful authority to sell and convey said land; that the grantors hereby fully warrant the title to said land and will defend that same against the lawful claim of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to (date of sale) October  $\frac{4}{3}$ , 2014.

In Witness Whereof: grantors have hereunto set grantors' hand and seal the day and year first written above.

Signed, sealed and delivered in our presence this 4th day of October, 2014

L.S. Oean Q. Op (Grantor)
Witness Name:

L.S. Won (Grantor)

Witness Name

Common Law Deed

Page 2 of 4

STATE OF WASHINGTON	
COUNTY OF KINA	<b>ACKNOWLEDGEMENT</b>
,	
Before me the undersigned, a Notary acting in	
and State of Washington on	this day of,
2014, personally appeared and known to me to Arp and Dean A. Arp declared the above to be	be the identical persons Wanda E.
mislead, to the best of their first-hand knowled	ge, understanding, and belief
executed by their free will and voluntary act ar	nd deed the foregoing document.
Given under und	no tokan
O i a	of <u>CCUVVC</u> , 2014.
Lola Bouly	C BOW
Notary signature	STONE STONE
Ida Bourler	NOTARY TO
Printed Notary name	PUBLIC /SE
My commission expires <u>0/-09-2018</u>	2/09/20
	W. WYZU
	The state of the s
DECLARATION OF	ACCEPTOR
I. Lewis Vincent Hughes, declare that I l	nave carefully reviewed all of the
available public records concerning the propert	v to be granted and conveyed and
have determined from those records that the Grall Rights, Title, and Interest in the property de	antors have full authority to transfer scribed in the Deed
%	2.
% %	
%	419m
Common Law Deed	Page 3 of 4
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	V/////N
	TOMA O IN

#### ACCEPTANCE OF GRANT AND CONVEYANCE

Comes now, Lewis Vincent Hughes, acknowledging and accepting the gran
and conveyance by Title under Deed, under the Common Law of the State of
Washington, of the above described property by the above named Grantor(s).
$\boldsymbol{\nu}$
Accepted this 6 day of Ofuber, 2014
L.S. Livent Jufe (Grantee)
STATE OF WASHINGTON )
COUNTY OF King ACKNOWLEDGEMENT
Before me the undersigned, a Notary acting in and for the County of
king and State of Washington on this 10" day of 10 bur,
2014, personally appeared and known to me to be the identical person Lewis
Vincent Hughes declared the above to be true, correct, and not meant to mislead, to
the best of his first hand knowledge and antique and half of mislead, it
the best of his first-hand knowledge, understanding, and belief, executed by his
free will and voluntary act and deed the foregoing document.
Given under my hand and seal this day of
Mine Show Show the
Notary signature
Trima Lyn Sherwood Trima Lyn Sherwood
Printed Notary name
My commission expires 12-04-2014
A ADMINISTRATION OF THE ALL PARTY AND A PARTY AND
Common Law Deed Page 4 of 4
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## <u>ANNEX E</u>

AFTER RECORDING MAIL TO: Ms. Wanda E. Arp 15923 Southeast 369th Street Auburn, WA 98092



E1970059

PAGE 001 OF 001

**Statutory Warranty Deed** 

Escrow Number: 16270K-MH

Grantor(s): Victoria L. Griffin Grantee(s): Wanda E. Arp

Abbreviated Legal: Lot 3-4, Park Vista No 1, according to the Plat thereof filed in Volume 84 of Plats at Page(s) 78-79, records of King County, Washington

Assessor's Tax Parcel Number(s): 665250-0630-01

THE GRANTOR Victoria Griffin, a single person as her separate estate for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid; conveys and warrants to Wanda E. Arp, a married woman the following described real estate, situated in the County of King, State

Lots 3-4, Park Vista No 1, according to the Plat thereof recorded in Volume 84 of Plats, Page(s) 78-79, records of King County, Washington

Dated June 25, 2003 Victoria L Griffin

COUNTY OF King SS I certify that I know or have satisfactory evidence that Victoria L. Griffin

he/she/they is/are the person(s) who appeared before me, and said person(s) acknowledged that free and voluntary act for the signed this instrument and acknowledge it to be his/her/their

uses and purposes mentioned in this instrument

**VICHILL** 

Washington

Dated

STATE OF

State of Washington tary Public in and for

Residing at My appointment expires

LPB-10

## ANNEX F

	(or transactions contained therein) (all areas applicable to your document must be filled in)
Desma	2 Proof of Claim
The The	2 11003 OF CIUTITY
Reference Number	r(s) of Documents assigned or released:
Additional reference #'	's on page of document
Grantor(s) (Last na	me, first name, initials)
dditional names on pa	age of document
Frantee(s) (Last na	me first, then first name and initials)
oreen p	oint Mortgage,
Additional names on pa	age of document
egal description (	(abbreviated re lot, block, plat or section, township, range)
	page of document
Additional legal is on j	page of document  y Tax Parcel/Account Number
Additional legal is on j	
Additional legal is on passessor's Propert	y Tax Parcel/Account Number Assessor Tax # not yet assigned  will rely on the information provided on the form The staff will not read the document
Additional legal is on passessor's Propert the Auditor/Recorder verify the accuracy or of am requesting an e	

United States Bankruptcy Court Western	DISTRICT OF Washington PROOF OF CLAIM
Name of Debtor	Case Number
Whinday Axo	04-20075-Kap
NOTE This form should not be used to make a claim for an administrative	
of the case A "request" for payment of an administrative expense may be	filed pursuant to 11 USC § 503
Name of Creditor (The person or other entity to whom the debtor owes money or property)	Check box if you are aware that anyone else has filed a proof of
irreen point mortgage	claim relating to your claim Attach
Name and address where notices should be sent	ve expense arising after the commencement filed pursuant to 11 U S C § 503  Check box if you are aware that anyone else has filed a proof of claim relating to your claim Attach copy of statement giving particulars  Check box if you have never received any notices from the
Green Point Mortgage	Check box if you have never received any notices from the
PO Box 19363	bankruptcy court in this case
City of # dustry CA 9/7/6-9363	Check box if the address differs from the address on the envelope
Telephone number	sent to you by the court  THIS SPACE IS FOR COURT USE OFLY
Account or other number by which creditor identifies debtor	Check here replaces
0082249269 and 0082249665	if this claim a previously filed claim, dated
1. Basis for Claus	1 miles the
Goods sold Services performed	Returee benefits as defined in 11 USC § 1114(a)
☐ Money loaned	Wages, salaries, and compensation (fill out below) Last four digits of SS #
☐ Personal injury/wrongful death ☐ Taxes	Unpaid compensation for services performed
Other	fromto
2. Date debt was incurred:	(date) (date)  3. If court judgment, date obtained:
	5. Il coult Juigment, unic ciliametr.
4. Total Amount of Clinin at Time Case Filed: \$	
(unsecured If all or part of your claum is secured or entitled to priority, also con	d) (secured) (priority) (Total)
☐ Check this box if claim includes interest or other charges in addition interest or additional charges	to the principal amount of the claim. Attach itemized statement of all
5. Secured Claim.	
Check this box if your claim is secured by collateral (including a	7. Unsecured Priority Claim.  Check this box if you have all unsecured priority claim.
nghi of setoff)	Amount entitled to priority \$
Brief Description of Colletteral  Real Estate  Motor Vehicle	Specify the priority of the claim  Wages, salaries, or commissions (up to \$4,925),* carned within 90
Other	days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U S C § 507(a)(3)
Value of Collateral \$	Contributions to an employee benefit plan - 11 USC § 507(a)(4)
Amount of arrearage and other charges at time case filed included in	Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C.
secured claum, if any \$	\$ 507(a)(6)
6. Unsecured Nonpriority Claim \$	Alumony, maintenance, or support owed to a spouse, former spouse, or child - 11 USC § 507(a)(7)
Check this box if a) there is no collateral or lien securing your	Taxes or penalties owed to governmental units-11 U S C § 507(a)(8)  Other - Specify applicable paragraph of 11 U S C § 507(a)()
CIBID. Of D) YOUR CIBID exceeds the value of the property securing at $\Delta r$	*Amounts are subject to adjustment on 4 1 07 and every 3 years thereafter with
of c) none or only part of your claim is entitled to priority	respect to cases commenced on or after the date of adjustment
8. Credits: The amount of all payments on this claim has been credited	and deducted for the purpose of making The Space is not Count Her Out v
this proof of claim	This bring is real cooks one of the
this proof of claim  9. Supporting Documents: Attach copies of supporting document.	s, such as promissory notes, purchase
this proof of claim  9. Supporting Documents: Attack copies of supporting documents orders, invoices, itemized statements of running accounts, contracts, cour agreements, and evidence of perfection of lien DO NOT SEND ORIGIN	s, such as promissory notes, purchase  It judgments, mortgages, security  IAL DOCUMENTS of the documents are
9. Supporting Documents: Attach copies of supporting documents orders, invoices, itemized statements of running accounts, contracts, cour agreements, and evidence of perfection of lien DO NOT SEND ORIGIN not available, explain if the documents are voluminous, attach a summar	s, such as promissory notes, purchase  It judgments, mortgages, security  IAL DOCUMENTS. If the documents are
9. Supporting Documents: Attach capies of supporting documents orders, invoices, itemized statements of running accounts, contracts, cour agreements, and evidence of perfection of lien DO NOT SEND ORIGIN not available, explain if the documents are voluminous, attach a summar 10. Date-Stanaped Copy: To receive an acknowledgment of the filing	x, such as promissory notes, purchase it judgments, mortgages, security IAL DOCUMENTS. If the documents are ty
this proof of claim  9. Supporting Documents: Attach copies of supporting documents orders, invoices, itemized statements of running accounts, contracts, cour agreements, and evidence of perfection of lien DO NOT SEND ORIGIN not available, explain if the documents are voluminous, attach a summate. Date-Stanaped Copy: To receive an acknowledgment of the filing addressed envelope and copy of this proof of claim.	x, such as promissory notes, purchase It judgments, mortgages, security IAL DOCUMENTS. If the documents are ry g of your claim, enclose a stamped, self-
this proof of claim  9. Supporting Documents: Attach copies of supporting documents orders, invoices, itemized statements of running accounts, contracts, cour agreements, and evidence of perfection of lien DO NOT SEND ORIGIN not available, explain If the documents are voluminous, attach a summat 10. Date-Stamped Copy: To receive an acknowledgment of the filing addressed envelope and copy of this proof of claim	x, such as promissory notes, purchase it judgments, mortgages, security IAL DOCUMENTS. If the documents are try g of your claim, enclose a stamped, self- reditor or other person authorized to file

#### Wanda Elene Arp 15923 SE 369<sup>th</sup> ST AUBURN WASHINGTON 98092

RECEIVE

GREENPOINT MORTGAGE
PO BOX 79363
CITY OF INDUSTRY CA 91716-9363
ATTN: ACCOUNT MANAGER

. .

US BANKRUPICY COURT

2004 AUG 13 AM 10: 39

--OFP CLH

Certified Mail #: 7003 1010 0005 5964 9880

AUGUST 13<sup>TH</sup> 2004

## RESPA QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT & VALIDATION OF DEBT LETTER, TILA REQUEST

Please treat this letter as a "qualified written request" under the Real Estate Settlement Procedures Act, 12 U.S.C. Section 2605(e).

REF: Loan #0082249269 AND 0082249665

Dear Madam or Sir:

I am writing to you to complain about the accounting and servicing of my mortgage and my need for understanding and clarification of various charges, credits, debits, transactions, reversals, actions, payments, analyses and records related to the servicing of my loan from its origination to the present date.

To date, the documents and information I have, that you have sent me and the conversations with your service representatives, have been unproductive and cannot answer my many questions. It is my understanding that your company may have been accused of engaging in one or more predatory lending and servicing schemes. As a consumer, I am extremely concerned about such practices by anyone, let alone my own mortgage company or anyone who has held a beneficial interest in my loan. I am concerned that such abuses are targeting the uneducated and uninformed consumer and disadvantaged, poor, elderly and minority Americans.

Needless to say, I am most concerned as a borrower. I am worried that potential fraudulent and deceptive practices by unscrupulous mortgage brokers; sales and transfers of mortgage servicing rights; deceptive and fraudulent servicing practices to enhance balance sheets; deceptive, abusive and fraudulent accounting tricks and practices may have negatively affected my credit rating, mortgage account and/or the debt or payments that I am currently, or may be legally obligated to. Because of the aforementioned I believe I may be a victim of predatory lending, I am disputing the validity of the current debt you allege I owe. By debt I am referring to the principal balance

you claim I owed; my calculated monthly payment, calculated escrow payment and any fees claimed to be owed by you or any trust or entity you may represent.

To independently validate my debt, I need to conduct a complete exam, audit, review and accounting of my mortgage loan from its inception through the present date. Upon receipt of this letter, please refrain from reporting any negative credit information [if any] to any credit reporting agency until you respond to each of my requests.

I also request that you kindly conduct your own investigation and audit of my account since its inception to validate the debt you currently claim I owe I would like you to validate this debt so that it is accurate to the penny!

Please do not rely on previous servicers or originators records, assurances or indemnity agreements and refuse to conduct a full audit and investigation of my account. I understand that potential abuses by you or previous servicers could have deceptively, wrongfully, unlawfully, and/or illegally.

Increased the amounts of my monthly payments

Increased the principal balance I owe;

Increased my escrow payments:

Increased the amounts applied and attributed toward interest on my account;

Decreased the proper amounts applied and attributed toward principal on my account; and/or

Assessed, charged and/or collected fees, expenses and misc, charges I am not legally obligated to
pay under my mortgage, note and/or deed of trust

I request you insure that I have not been the victim of such predatory practices.

To insure this, I have authorized a thorough review, examination, accounting and audit of my mortgage loan # «Account\_\_from\_Collector» by mortgage auditing and predatory lending experts. This exam and audit will review my mortgage loan file from the date of my initial contact, application and the origination of my loan to the present date written above.

As such, please treat this letter as a Qualified Written Request under the Real Estate Settlement Procedures Act, codified as Title 12 § 2605 (e)(1)(B) (e) and Reg. X § 3500.21(f)2 of the United States Code as well as a request under Truth In Lending Act [TILA] 15 U.S.C § 1601, et seq. RESPA provides substantial penalties and fines for non-compliance or failure to answer my questions provided in this letter within sixty [60] days of its receipt!

In order to conduct the examination and audit of my loan, I need to have full and immediate disclosure including copies of all pertinent information regarding my loan. The documents requested and answers to my questions are needed by my self and my experts to insure that my loan.

Was originated in lawful compliance with all federal and state laws, regulations including, but not limited to RESPA, TILA, Fair Debt Collection Act, HOEPA and other laws; That any sale or transfer of my loan was conducted in accordance with proper laws and was a true sale of my note;

That the claimed holder in due course of my promissory note and/or deed of trust is holding such note in compliance with State and Federal laws and is entitled to the benefits of my payments;

That all appropriate disclosures of terms, costs, commissions, rebates, kickbacks, fees etc. were properly disclosed to me at the inception of my loan;

That each servicers and/or sub-servicers of my mortgage has serviced my mortgage in accordance with the terms of my mortgage, promissory note and/or deed of trust;

That each servicers and sub-servicers of my mortgage has serviced my mortgage in compliance with local, state and federal statutes, laws and regulations;

That my mortgage loan has properly been credited, debited, adjusted, amortized and charged correctly;

That interest and principal have been properly calculated and applied to my loan;

That my principal balance has been properly calculated, amortized and accounted for; that no charges, fees or expenses, not obligated by me in any agreement, have been charged, assessed or collected from my account;

In order to validate my debt and audit my account, I need copies of pertinent documents to be provided to me. I also need answers, <u>certified</u>, in writing, to various servicing questions. For each record kept on computer or in any other electronic file or format, please provide a paper copy of all information in each field or record in each computer system, program or database used by you that contains any information on my account number or my name.

As such, please send to me, at my address above, copies of the documents requested below as soon as possible. Please provide me copies of:

- 1. All data, information, notations, text, figures and information contained in your mortgage servicing and accounting computer systems including, but not limited to Alltel or Fidelity CPI system, or any other similar mortgage servicing software used by you, any servicers, or subservicers of my mortgage account from the inception of my loan to the date written above
- 2. All descriptions and legends of all Codes used in your mortgage servicing and accounting system so that the examiners, auditors and experts retained to audit and review my mortgage account may properly conduct their work.
- 3. All assignments, transfers, allonge, or other document evidencing a transfer, sale or assignment of my mortgage, deed of trust, promissory note or other document that secures payment by me to my obligation in this account from the inception of my loan to the present date including any such assignments on MERS.
- 4. All records, electronic or otherwise, of assignments of my mortgage, promissory note or servicing rights to my mortgage including any such assignments on MERS.
- All deeds in lieu, modifications to my mortgage, promissory note or deed of trust from the inception of my loan to the present date.
- 6. The front and back of each and every canceled check, money order, draft, debit or credit notice issued to any servicers of my account for payment of any monthly payment, other payment, escrow charge, fee or expense on my account
- 7. All escrow analyses conducted on my account from the inception of my loan until the date of this letter,

- 8. The front and back of each and every canceled check, draft or debit notice issued for payment of closing costs, fees and expenses listed on my disclosure statement including, but not limited to, appraisal fees, inspection fees, title searches, title insurance fees, credit life insurance premiums, hazard insurance premiums, commissions, attorney fees, points, etc.
- Front and back copies of all payment receipts, checks, money orders, drafts, automatic debits and written evidence of payments made by others or me on my account.
- 10. All letters, statements and documents sent to me by your company;
- All letters, statements and documents sent to me by agents, attorneys or representatives of your company,
- All letters, statements and documents sent to me by previous servicers, sub-servicers or others in your loan file or in your control or possession or in the control or possession of any affiliate, parent company, agent, sub-servicers, servicers, attorney or other representative of your company.
- 13. All letters, statements and documents contained in my loan file or imaged by you, any servicers or sub-servicers of my mortgage from the inception of my loan to present date.
- 14 All electronic transfers, assignments, sales of my note, mortgage, deed of trust or other security instrument,
- 15. All copies of property inspection reports, appraisals, BPOs and reports done on my property.
- 16. All invoices for each charge such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense, which has been charged to my mortgage account from the inception of my loan to the present date
- All checks used to pay invoices for each charged such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense which has been charged to my mortgage account from the inception of my loan to the present date.
- 18. All agreements, contracts and understandings with vendors that have been paid for any charge on my account from the inception of my loan to the present date.
- 19. All loan servicing records, payment payoffs, payoff calculations, ARM audits, interest rate adjustments, payment records, transaction histories, loan histories, accounting records, ledgers, and documents that relate to the accounting of my loan from the inception of my loan until present date?
- 20. All loan servicing transaction records, ledgers, registers and similar items detailing how my loan has been serviced from the from the inception of my loan until present date? Further, in order to conduct the audit and review of my account, and to determine all proper amounts due, I need the following answers to questions concerning the servicing and accounting of my mortgage account from its inception to the present date Accordingly, can you please provide me, in writing, the answers to the questions listed below.

LOAN ACCOUNTING & SERVICING SYSTEMS

- 1) Please identify for me each loan accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of my loan to the present date so that my experts can decipher the data provided
- 2) For each loan accounting and servicing system identified by you and any sub-servicers or previous servicers from the inception of my loan to the present date, please provide the name and address of the company or party that designed and sold the system.
- 3) For each loan accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of my loan to the present date, please provide the complete transaction code list for each system so that my experts can adequately audit my account.

#### **DEBITS & CREDITS**

- 1) In a spreadsheet form or in letter form in a columnar format, please detail for me each and every credit on my account and the date such credit was posted to my account as well as the date any credit was received.
- 2) In a spreadsheet form or in letterform in a columnar format, please detail for me each and every debit on my account and the date debit was posted to my account as well as the date any debit was received.
- 3) For each debit or credit listed, please provide me with the definition for each corresponding transaction code you utilize?
- 4) For each transaction code, please provide us with the master transaction code list used by you or previous servicers.

#### **MORTGAGE & ASSIGNMENTS**

- Has each sale, transfer or assignment of my mortgage, promissory note, deed of trust or any other instrument I executed to secure my debt been recorded in the county property records in the county and state in which my property is located from the inception of my loan to the present date? Yes or No?
- 2) If not, why?
- 3) Is your company the servicers of my mortgage loan or the holder in due course and beneficial owner of my mortgage, promissory note and/or deed of trust?
- 4) Have any sales, transfers or assignments of my mortgage, promissory note, deed of trust or any other instrument I executed to secure my debt been recorded in any electronic fashion such as MERS or other internal or external recording system from the inception of my loan to the present date? Yes or No?
- 5) If yes, please detail for me the names of each seller, purchaser, assignor, assignee or any holder in due course to any right or obligation of any note, mortgage, deed or security instrument. I executed securing the obligation on my account that was not recorded in the county records where my property is located whether they be mortgage servicing rights or the beneficial interest in my principal and interest payments.

#### **ATTORNEY FEES**

1) For purposes of my questions below dealing with attorney fees, please consider the terms attorney fees and legal fees to be one in the same.

- 2) Have attorney fees ever been assessed to my account from the inception of my loan to the present date?
- 3) If yes, please detail each separate assessment, charge and collection of attorney fees to my account from the inception of my loan to the present date and the date of such assessment to my account?
- 4) Have attorney fees ever been charged to my account from the inception of my loan to the present date?
- 5) If yes, please detail each separate charge of attorney fees to my account from the inception of my loan to the present date and the date of such charge to my account?
- 6) Have attorney fees ever been collected from my account from the inception of my loan to the present date?
- 7) If yes, please detail each separate collection of attorney fees from my account from the inception of my loan to the present date and the date of such collection from my account?
- 8) Please provide for me the name and address of each attorney or law firm that has been paid any fees or expenses related to my account from the inception of my loan to the present date?
- 9) Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed authorized the assessment, charge or collection of attorney fees?
- 10) Please detail and list for me in writing each separate attorney fee assessed to my account and for which corresponding payment period or month such fee was assessed from the inception of my loan to present date.
- 11) Please detail and list for me in writing each separate attorney fee collected from my account and for which corresponding payment period or month such fee was collected from the inception of my loan to present date.
- 12) Please detail and list for me in writing any adjustments in attorney fees assessed and on what date such adjustment was made and the reasons for such adjustment.
- Please detail and list for me in writing any adjustments in attorney fees collected and on what date such adjustment were made and the reasons for such adjustment.
- Has interest been charged on any attorney fee assessed or charged to my account? Yes or No?
- 15) Is interest allowed to be assessed or charged on attorney fees charged or assessed to my account? Yes or No?

16)	How much in total attorney fees have been assessed to my account	from	the i	on of	
my l	loan until present date? \$				

17) How much in total attorney fees have been collected on my account from the inc	eption of
my loan until present date? \$	

- 18) How much in total attorney fees have been charged to my account from the inception of my loan until present date? \$\_\_\_\_\_
- 19) Please send to me copies of all invoices and detailed billing statements from any law firm or attorney that has billed such fees that been assessed or collected from my account.

#### SUSPENSE/UNAPPLIED ACCOUNTS

For purposes of this section, please treat the term suspense account and unapplied account as one in the same

- 1) Has there been any suspense or unapplied account transactions on my account from the inception of my loan until present date?
- 2) If yes, please explain the reason for each and every suspense transaction that occurred on my account? If no, please skip the questions in this section dealing with suspense and unapplied accounts
- 3) In a spreadsheet or in letter form in a columnar format, please detail for me each and every suspense or unapplied transaction, both debits and credits that has occurred on my account from the inception of my loan until present date?

#### LATE FEES

For purposes of my questions below dealing with late fees, please consider the terms late fees and late charges to be one in the same

- 1) Have you reported the collection of late fees on my account as interest in any statement to me or to the IRS? Yes or No?
- 2) Has any previous servicers or sub-servicers of my mortgage reported the collection of late fees on my account as interest in any statement to me or to the IRS? Yes or No?
- 3) Do you consider the payment of late fees as liquidated damages to you for not receiving my payment on time? Yes or No?
- 4) Are late fees considered interest? Yes or No?
- 5) Please detail for me in writing what expenses and damages you incurred for any payment I made that was late.
- 6) Were any of these expenses or damages charged or assessed to my account in any other way? Yes or No?
- 7) If yes, please describe what expenses or charges were charged or assessed to my account?
- 8) Please describe for me in writing what expenses you or others undertook due to any payment I made, which was late?
- 9) Please describe for me in writing what damages you or others undertook due to any payment I made, which was late?

- 10) Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed authorized the assessment or collection of late fees?
- 11) Please detail and list for me in writing each separate late fee assessed to my account and for which corresponding payment period or month such late fee was assessed from the inception of my loan to present date.
- Please detail and list for me in writing each separate late fee collected from my account and for which corresponding payment period or month such late fee was collected from the inception of my loan to present date
- 13) Please detail and list for me in writing any adjustments in late fees assessed and on what date such adjustment was made and the reasons for such adjustment
- 14) Has interest been charged on any late fee assessed or charged to my account? Yes or No?
- 15) Is interest allowed to be assessed or charged on late fees charged or assessed to my account? Yes or No?
- 16) Have any late charges been assessed to my account? Yes or No?
- 17) If yes, how much in total late charges have been assessed to my account from the inception of my loan until present date? \$
- 18) Please provide me with the exact months or payment dates you or other previous servicers of my account claim I have been late with a payment from the inception of my loan to the present date.
- 19) Have late charges been collected on my account from the inception of my loan until present date? Yes or No?
- 20) If yes, how much in total late charges have been collected on my account from the inception of my loan until present date? \$\_\_\_\_\_\_

#### **PROPERTY INSPECTIONS**

- 1) For purposes of this section property inspection and inspection fee refer to any inspection of my property by any source and any related fee or expense charged, assessed or collected for such inspection.
- 2) Have any property inspections been conducted on my property from the inception of my loan until the present date?
- 3) If your answer is no, you can skip the rest of these questions in this section concerning property inspections?
- 4) If yes, please tell me the date of each property inspection conducted on my property that is the secured interest for my mortgage, deed or note?
- 5) Please tell me the price charged for each property inspection?

- 6) Please tell me the date of each property inspection?
- Please tell me the name and address of each company and person who conducted each property inspection on my property?
- 8) Please tell me why property inspections were conducted on my property?
- 9) Please tell me how property inspections are beneficial to me.
- 10) Please tell me how property inspections are protective of my property.
- 11) Please explain to me your policy on property inspections.
- 12) Do you consider the payment of inspection fees as a cost of collection? Yes or No?
- 13) If yes, why?
- 14) Do you use property inspections to collect debts? Yes or No?
- Have you used any portion of the property inspection process on my property to collect a debt or inform me of a debt, payment or obligation I owe?
- 16) If yes, please answer when and why?
- 17) Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed that authorized the assessment or collection of property inspection fees?
- 18) Have you labeled in any record or document sent to me a property inspection as a misc. advance? Yes or No?
- 19) If yes, why?
- 20) Have you labeled in any record or document sent to me a property inspection as a legal fee or attorney fee? Yes or No?
- 21) If yes, why?
- 22) Please detail and list for me in writing each separate inspection fee assessed to my account and for which corresponding payment period or month such fee was assessed from the inception of my loan to present date.
- 23) Please detail and list for me in writing each separate inspection fee collected from my account and for which corresponding payment period or month such fee was collected from the inception of my loan to present date.
- Please detail and list for me in writing any adjustments in inspection fees assessed and on what date such adjustment was made and the reasons for such adjustment.
- 25) Please detail and list for me in writing any adjustments in inspection fees collected and on what date such adjustment was made and the reasons for such adjustment.

- 26) Has interest been charged on any inspection fees assessed or charged to my account? Yes or No?
- 27) If yes, when and how much was charged?
- 28) Is interest allowed to be assessed or charged on inspection fees charged or assessed to my account? Yes or No?
- 29) How much in total inspection fees have been assessed to my account from the inception of my loan until present date?
- 30) How much in total inspection fees have been collected on my account from the inception of my loan until present date? \$
- 31) Please forward to me copies of all property inspections made on my property in my mortgage loan file.
- 32) Has any fee charged or assessed for property inspections been placed into my escrow account? Yes or no?

#### **BPO FEES**

- 1) Have any BPOs [Broker Price Opinions] been conducted on my property?
- 2) If yes, please tell me the date of each BPO conducted on my property that is the secured interest for my mortgage, deed or note?
- 3) Please tell me the price of each BPO?
- 4) Please tell me who conducted each BPO?
- 5) Please tell me why BPOs were conducted on my property
- 6) Please tell me how BPOs are beneficial to me.
- 7) Please tell me how BPOs are protective of my property.
- 8) Please explain to me your policy on BPOs.
- 9) Have any BPO fees been assessed to my account? Yes or No?
- 10) If yes, how much in total BPO fees have been assessed to my account? \$\_\_\_\_\_\_
- 11) Have any BPO fees been charged to my account? Yes or No?
- 12) If yes, how much in total BPO fees have been charged to my account? \$
- 13) Please tell me specifically what clause, paragraph and sentence in my note, mortgage or deed of trust or any agreement I have executed allows you to assess, charge or collect a BPO fee from me.
- 14) Please send to me copies of all BPO reports that have been done on my property.

15) Has any fee charged or assessed for A BPO been placed into my escrow account? Yes or no?

#### FORCED-PLACED INSURANCE

- 1) Have you placed or ordered any forced-placed insurance polices on my property?
- 2) If yes, please tell me the date of each policy ordered or placed on my property that is the secured interest for my mortgage, deed or note?
- 3) Please tell me the price of each policy?
- 4) Please tell me the agent for each policy?
- 5) Please tell me why each policy was placed on my property
- 6) Please tell me how the policies are beneficial to me.
- 7) Please tell me how policies are protective of my property.
- 8) Please explain to me your policy on forced-placed insurance.
- 9) Have any forced-placed insurance fees been assessed to my mortgage or escrow account? Yes or No?
- 10) If yes, how much in total forced-placed policy fees have been assessed to my account?
- Have any forced-placed insurance fees been charged to my mortgage or escrow account? Yes or No?
- 12) If yes, how much in total forced-placed insurance fees have been charged to my mortgage or escrow account? \$\_\_\_\_\_
- 13) Please tell me specifically what clause, paragraph and sentence in my note, mortgage or deed of trust or any agreement I have executed allows you to assess, charge or collect forced-placed insurance fees from me.
- Do you have any relationship with the agent or agency that placed any policies on my property? If yes, please describe.
- Do you have any relationship with the carrier that issued any policies on my property? If yes, please describe.
- 16) Has the agency or carrier you used to place a forced-placed insurance policy on my property provided you any service, computer system, discount on policies, commissions, rebates or any form of consideration? If yes, please describe.
- 17) Do you maintain a blanket insurance policy to protect your properties when customer policies have expired?
- 18) Please send to me copies of all forced-placed insurance policies that have been ordered on my property

#### SERVICING RELATED OUESTIONS

For each of the following questions listed below, please provide me with a detailed explanation in writing that answers each question. In addition, I need the following answers to questions concerning the servicing of my mortgage account from its inception to the present date.

Accordingly, can you please provide me, in writing, the answers to the questions listed below:

- 1) Did the originator or previous servicers of my loan have any financing agreements or contracts with your company or an affiliate of your company?
- 2) Did the originator of my loan or previous servicers of my loan have a warehouse loan agreement or contract with your company?
- 3) Did the originator of my loan or previous servicers of my loan receive any compensation, fee, commission, payment, rebate or other financial consideration from your company or any affiliate of your company for handling, processing, originating or administering my loan? If yes, please describe and itemize each and every form of compensation, fee, commission, payment, rebate or other financial consideration paid to the originator of my loan by your company or any affiliate
- 4) Please identify for me where the originals of my entire loan file are currently located and how they are being stored, kept and protected?
- 5) Where is the original promissory note or mortgage I signed located? Please describe its physical location and anyone holding this note as a custodian or trustee if applicable.
- 6) Where is the original deed of trust or mortgage and note I signed located? Please describe its physical location and anyone holding this note as a custodian or trustee if applicable
- 7) Since the inception of my loan, has there been any assignment of my promissory note or mortgage to any other party? If the answer is yes, identify the names and addresses of each and every individual party, bank trust or entity that has received such assignment?
- 8) Since the inception of my loan, has there been any assignment of my deed of trust or mortgage and note to any other party? If the answer is yes, would you kindly identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment?
- 9) Since the inception of my loan, has there been any sale or assignment of servicing rights to my mortgage loan to any other party? If the answer is yes, would you kindly identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment or sale
- 10) Since the inception of my loan, has any sub-servicers serviced any portion of my mortgage loan? If the answer is yes, would you kindly identify the names and addresses of each and every individual, party, bank, trust or entity that has sub-serviced my mortgage loan.
- Has my mortgage loan been made a part of any mortgage pool since the inception of my loan? If yes, please identify for me each and every loan mortgage pool that my mortgage has been a part of from the inception of my loan to the present date.
- Has each and every assignment of my mortgage or promissory note been recorded in the county land records where the property associated with my mortgage loan is located?

- Has there been any electronic assignment of my mortgage with MERS [Mortgage Electronic Registration System] or any other computer mortgage registry service or computer program? If yes, please identify the name and address of each and every individual, entity, party, bank, trust or organization or servicers that has been assigned the mortgage servicing rights to my loan as well as the beneficial interest to the payments of principal and interest on my loan.
- Have there been any investors [as defined in your industry] who have participated in any mortgage-backed security, collateral mortgage obligation or other mortgage security instrument that my mortgage loan has ever been a part of from the inception of my mortgage to the present date? If yes, please identify the name and address of each and every individual, entity, organization and/or trust.
- 15) Please identify for me the parties and their addresses to all sales contracts, servicing agreements, assignments, alonges, transfers, indemnification agreements, recourse agreements and any agreement related to my loan from its inception to the current date written above.
- 16) Please provide me with copies of all sales contracts, servicing agreements, assignments, alonges, transfers, indemnification agreements, recourse agreements and any agreement related to my loan from its inception to the current date written above.
- 17) How much was paid for my individual mortgage loan by you?
- 18) If part of a mortgage pool, what was the principal balance used by you to determine payment for my individual mortgage loan.
- 19) If part of a mortgage pool, what was the percentage paid by you of the principal balance above used to determine purchase of my individual mortgage loan.
- 20) Who did you issue a check or payment to for my mortgage loan?
- 21) Please provide me copies with the front and back of canceled check.
- 22) Did any investor approve the foreclosure of my property?
- 23) Please identify all individuals and investors who approved the foreclosure of my property!

Please provide me with the documents I have requested and a detailed answer to each of my questions within the required lawful time frame. Upon receipt of the documents and answers, an exam and audit will be conducted that may lead to a further document request and answers to questions under an additional QWR letter.

Copies of this Qualified Written Request, Validation of Debt, TILA and request for accounting and legal records, Dispute of Debt letter are being sent to FTC, HUD, all relevant state and federal regulators, and other consumer advocates; and my congressman.

It is my hope that you can answer my questions, document and validates my debt to the penny and corrects any abuses or schemes uncovered and documented

### ANNEX G

Record and Return To: **GRP Financial Services** 360 Hamilton Ave., 5th Floor White Plains, NY 10601 Attn: Rhonda Porter



ABOVE THIS LINE FOR RECORDER'S USE MIN: 100013800822492696

2015521

GPM # 0082249269

**Corporation Assignment of Deed of Trust** 

1ST AM

FOR VALUE RECEIVED, the undersigned her

AS INDENTURE TRUSTEE FOR GRP/AG

All beneficial interest under that certain Deed ASSET TRUST Wanda E Arp, A Married Woman

> , Trustor , Trustee

Stewart Title Of Nevada

And recorded as book page, or Instrument No. 20030701001558 On: 07/01/ of Official Records in the County Recorder's office of King, State of Washington

Describing the land therein

Lots 3 and 4, Park Vista no.1, according to the plat thereof recorded in volume 84 of plats, page(s) 78 and 79, records of King County, Washington. APN # 665250-0030-01; 665250-0040-09

Loan Amount: \$ 368, 000.00

TOGETHER with the note or notes therein described to, the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust

Dated: October 12, 2004

Larry R. Kern, Assistant Secretary

State of California County of Sonoma

On October 12, 2004 before me, Jocelyn Bigall, Notary Public personally appeared Larry R. Kern, Assistant Secretary for MERS as nominee for GreenPoint Mortgage Funding, Inc. known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/ her/ their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal

Ocely Digall (Seal)

OFFICIAL SEAL - 1467914

JOCELYN BIGALL:
NOTARY PUBLIC - CALIF.
COUNTY OF SONOMA
My Comm. Exp. Feb 3, 2008

Prepared by: Jocelyn Bigall GreenPoint Mortgage Funding, Inc. 981 Airway Court, Suite E Santa Rosa, CA 95403

### ANNEX H

Return Address:	20041206002231
ARP Family Trust	ARP FAMILY TRU QCD 21.00
15923 SE 3164 ST	PAGE001 OF 003 12/06/2004 15:08
Clabur W# 98092	KING COUNTY, LIA
	F2088285
	12/05/2004 15:08
	TAX \$2.00 SALE \$0.00 PAGE001 OF 001
Please print or type information WASHINGTONS	TATE DECODDEDIC Commen
Document Title(s) for transactions contained the	fein): (all areas applicable to your document must be filled in)
1. Quitaloim Dood	oc lined my
3.	
D.C.	
Reference Number(s) of Documents assign	ned or released:
Additional reference #'s on page of documen	
Grantor(s) (Last name, first name, initials)	
1 AZ Doparties and the Top Manager	reat liberty APP General Partner
Additional names on page of document.	
Grantee(s) (f on - 5	
Grantee(s) (Last name first, then first name and in	itials)
2	Wassia ARP
Additional names on page of document	
Legal description (abbreviated: i.e. lot, block, plants	at or section township
Lots 3 and 4 Park	Nista NO
Additional legal is on page of document.	
Assessor's Property Tax Parcel/Account N	umber Assessor Tay # not yet assigned
665250-0030-01 4 665250-00	42-09 Assessor 1ax # not yet assigned
verify the accuracy or completeness of the indexing inf	rided on the form. The staff will not read the document to
an emergency nonstandard red	cording for or oddising 1 C
	ACCCING TO AN
obscure some part of the text of the original de	ocument.
1. 10.0.0	
William USA	Signature of Requesting Party

# **Quitclaim Deed**

THIS QUITCLAIM DEED, executed this 6th day of December 2004
by mar bandy diantor, AL DEODOCT S
to second party, Grantee, 144 154 166 166 166 166 166 166 166 166 166 16
whose post office address is 15923 SE 369th St awourn WA 98092
WITNESSETH, That the said first party, for good consideration and for the sum of
paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the
said second party forever, all the right, title, interest and claim which the said first party has in and to the following described
parcel of land, and improvements and appurtenances thereto in the County of
State of Washington to wit:
All that tract or parcel of land situate, Lying and being in the city of and
being in the dil to a war on water and and
4. Park Vista No 1 according to the said
4. Park Vista No. 1 according to the plat
a containe to the
Thereof records 1:
Page (ex 70 recorded in volume 84 of plats)
Page(s) 78 and 79, records of King
1 records of Kina
county, washington
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
A Scessor's Parally
A SS essor's Parcel Number: 665250-0020-01
and 65250-0640-09

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above versigned, sealed and delivered in presence of:	vritten.
Signature of Witness:	
Print name of Witness:	· 
Signature of Witness:	
Print name of Witness	<del></del>
Signature of First Party: A 2 Droperties and Top management	
Print name of First Party: 12 Properties and Top Management Wanda ARP General	
Signature of Second Party: ARP Family Trust Wandow Oup	
Print name of Second Party: ARP Camily Trust Wands ARP	<u> </u>
	7
Signature of Preparer Wanda Oup	<i>(</i>
Print Name of Preparer WADDA ARP  Address of Preparer 15923 SE 369 <sup>th</sup> St	
Address of Preparer 1972 56 Sel Subur Nur 18092	
State of WA County of Kinon	
On 12/6/2004 before me, Kynn M OLSON	
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name	(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/the capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of	ir authorized
person(s) acted, executed the instrument.	
WITNESS my hand and official seal	
Signature of Notary  Signature of Notary  Affliant Known	✓ Produced ID
Type of ID VIA	(Seal)
OF WASHINGTON	

## <u>ANNEX I</u>

WHEN RECORDED MAIL THIS NOTICE TO:

D. SCOTT HEINEMAN, TRUSTEE c/o 32108 ALVARADO BLVD. UNION CITY, CA 194587

20041215001151

DOREAN GROUP N PAGE001 OF 002 12/15/2004 11:20 KING COUNTY HO

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Assessor's Parcel Number: 665250-0030-01; 665250-0040-09

Recording Date of Mortgage: 07-01-2003 Document No.: 20030701001559

## NOTICE OF INTENT TO CORRECT TITLE IMPORTANT NOTICE

ANY INTEREST IN THE PROPERTY REFERENCED HEREIN MAY BE FORFEITED WITHOUT ANY COURT ACTION FOR FAILURE TO PROVIDE FULL AND COMPLETE DISCLOSURE OF ALLEGED CONTRACT, as a 10 day demand has been made upon GREENPOINT MORTGAGE FUNDING, INC., its Agents and/or assignees, to remedy possible negligence where the Trustees of the ARP FAMILY TRUST, hereinafter Trustees, allege on behalf of WANDA E. ARP, Grantor, that all of the material facts of the mortgage contract may not have been present at signing. Trustees have made demand upon GREENPOINT MORTGAGE FUNDING, INC., its Agents and/or assignees, to provide full disclosure of said mortgage contract. Trustees have demanded as part of the full disclosure the production of the promissory note with all fronts and backs complete with endorsements and the accounting general ledger of GREENPOINT MORTGAGE FUNDING, INC. to be provided for audit where such audit shall be performed by a Certified Public Accountant. GREENPOINT MORTGAGE FUNDING, INC.'S failure to produce the accounting general ledger for audit, within the time prescribed herein, will result in a default and stipulation among parties for one of the following actions to be taken by the Trustees to correct title:

- The removal of any and all security interest(s) of GREENPOINT MORTGAGE FUNDING, INC. from the property within ten (10) days of receipt of notice. GREENPOINT MORTGAGE FUNDING, INC. consents and agrees by and through its wet-ink signature or tacitly assents and agrees through its fault to activate a Specific Power of Attorney for Trustees to remedy title.
- 2. The filling of a UCC Financing Statement, where GREENPOINT MORTGAGE FUNDING, INC. the account holder is named as debtor, the Trustees as Secured Party and mortgage contract and all related interested therein be listed as collateral.

GREENPOINT MORTGAGE FUNDING, INC. tacitly assents and agrees by and through its fault to the terms and conditions of the Specific Power Attorney, copy held by parties for reference, should GREENPOINT MORTGAGE FUNDING, INC. fail to respond to the Trustees demand within the time prescribed. GREENPOINT MORTGAGE FUNDING, INC. tacitly assents and agrees by and through its fault to appoint Trustees as Attorney-in-fact, Agent for GREENPOINT MORTGAGE FUNDING, INC. to effect any and all corrective action to title.

GREENPOINT MORTGAGE FUNDING, INC. tacitly assents and agrees by and through its fault to make a claim on Trustee's bond, copy held by parties for reference, if the claim of Trustees proves to be without merit. Original bond evidenced to be in the possession of GREENPOINT MORTGAGE FUNDING, INC. via U.S.P.S. Mail Receipt.

GREENPOINT MORTGAGE FUNDING, INC., tacitly assents and agrees by and through its fault to the filing of a UCC Financing Statement, where the account holder is named as debtor, the Trustees as Secured Party having a superior claim over any and all indebtedness incurred by the account holder, including that of GREENPOINT MORTGAGE FUNDING, INC. can produce evidence by and through its general accounting ledger all the material facts consistent with the claims of GREENPOINT MORTGAGE FUNDING, INC.'S mortgage contract.

Legally Described as:	
and the state of the	DI AT THEREOF DECORDED IN
LOTS 3 AND 4, PARK VISTA NO. 1, ACCORDING TO THE VOLUME 84 OF PLATS, PAGE(S) 78 AND 79, RECORDS OF KI	NG COUNTY, WASHINGTON.
- N. 77 75 554 -	Dated: November 29, 2004
	100 M
	By:
	1 Dag
	1 Shings
	Winese 1 V/O
	A STATE OF THE STA
	Witness 2
	and I for the second
ACKNOWLEDGEMENT	
STATE OF CALIFORNIA	
COUNTY OF ALAMEDA	
On 1109 2004, before me, JONNERCHOLEC	a Notary Public of Alameda
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within instrument and acknowledged to me the He executed the sar by His signature on the instrument the person, or the entity upon	ne in His authorized canacity, and that
executed the instrument.	in benan or which the person acted,
WITNESS my hand and notarial seal, this day of day of	, 2004
My commission expires: 130 1308	
Notary Public	JENNIFER C. HOLIZER Commission # 1484690
	Notary Public - California \$ Alameda County
M	y Comm. Expires Apr 20, 2008
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### ANNEX J

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Certificate of Non-Response	
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Arenpoint mortgage Funding Duc	
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egal description (abbreviated, i.e. lot, block, plat or section, township, range)	
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ssessor's Property Tax Parcel/Account Number	
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rify the accuracy or completeness of the indexing information provided herein.  am requesting an emergency nonstandard recording for an additional fee as provided in R	CW
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Signature of Requesting	Part
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## CERTIFICATE OF NON RESPONSE

////A/		
1, Donce Houx.	a Notary Public,	do hereby certify under the
	*	
penalty of perjury that I have re	ceived no response to Wan	da Elene Arp's "Affidavit"
dated "5 pages" as	s of this 19th day of Van	<b>200</b> 5.
12/28/104 C1 bages a	Signed Signed	nice Thinken
	<u>Jurat</u>	
		blood woman to oath and attest
and affirm the signature is true, Elene Arp the undersigned, wh	, complete, and correct on to o is personally known by n	the foregoing affidavit. Wanda ne or upon proper oath and
identification, personally came	before me, the subscriber,	a notary public in and for said
County and State, and Duly Af The Affiant also acknowledged	firmed the truth of the fore I the signing thereof to be I	going Affidavit in my presence. her own voluntary act and deed.
Signing the within instrument i	in my presence and for the	purpose therein stated.
Signed this day	. of Jahras	14. , 2005 at
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#### AFFIDAVIT OF Wanda E. Arp

Wanda E. Arp c/o 15923 SE 369th Street Auburn, [98092] Washington

To: GreenPoint Mortgage Funding, Inc. 100 Wood Hollow Drive Novato, CA 94945

The undersigned, Wanda E. Arp, hereinafter "Affiant" does herewith assert and declare on Affiant's unlimited liability that Affiant issues this AFFIDAVIT OF Wanda E. Arp with sincere intent, that Affiant is competent to state the matters set forth herein and is willing to testify with first hand knowledge, all contents herein are true, correct, and complete in accordance with Affiant's knowledge, understanding, and intent. Affiant is of sound mind, and over the age of twenty-one. Affiant reserves all rights. Affiant being unschooled in law, and who has no bar attorney, without an attorney, and having never been represented by an attorney, and does not waive counsel, knowingly and willingly Declares and Duly affirms:

- Affiant, regarding the absolute and legal estate, is the sole legal and absolute owner, maker, or issuer of the estate and any asset(s) or property(ies) regarding the absolute estate and Affiant has never assigned, transferred, nominated any of Affiant's right, title, or interest to any other.
- 2. Affiant has no knowledge of nor has GreenPoint Mortgage Funding, Inc. ever revealed or disclosed to Affiant any trust relationship or creation of any trust with GreenPoint Mortgage Funding, Inc. or any other(s) regarding alleged account # 0082249665 or the Mortgage/Deed of Trust regarding the same.
- It was never Affiant's intent to agree or consent to any trust relationship or creation of trust between GreenPoint Mortgage Funding, Inc. and Affiant.
- 4. Affiant never knew of nor agreed nor consented to GreenPoint Mortgage Funding, Inc. or any others granting authority and becoming a trustee, agent, or having agency over any of Affiant's property.

## Sent via U.S. Postal Service Certified/Registered mail # 7003/01600055965000 UCC CertifiedRegistered Mail 1»

- Affiant was induced by GreenPoint Mortgage Funding, Inc. into believing an agreement from GreenPoint Mortgage Funding, Inc.'s purported capital was the only contract and funding source Affiant was being involved with and Affiants common law property would be used only in the event of default from the use of GreenPoint Mortgage Funding, Inc.'s purported capital and funding source.
- 6. GreenPoint Mortgage Funding, Inc. intentionally concealed and withheld material facts of any trust or any creation of any trust regarding alleged Mortgage/Deed of Trust and alleged account # 0082249665.
- 7. GreenPoint Mortgage Funding, Inc. intentionally concealed and withheld material facts regarding any trustee or beneficiary being designated, nominated, appointed, or assigned by Affiant to any other regarding alleged account # 0082249665 or alleged Mortgage/Deed of Trust.
- 8. GreenPoint Mortgage Funding, Inc. is willfully withholding or concealing full disclosure to Affiant.
- GreenPoint Mortgage Funding, Inc. is using undue influence upon Affiant to retain domination over the Affiants will to obtain the rights and property of Affiant without Affiant's complete knowledge and intentional consent or agreement.
- 10. GreenPoint Mortgage Funding, Inc.'s action(s) exceed persuasion under duress by restraining and injuring Affiant's will, property, and rights without the consent, agreement and knowledge of Affiant.

Pursuant to the Administrative Procedures Act, any man or woman with first hand knowledge of all the facts pertaining herein and absolute power and authorization to rebut this affidavit desiring to rebut this AFFIDAVIT OF Wanda E. Arp asserted herein must rebut each and every point separately in the same manner as this Affidavit with the responding party's own signature and endorsement notarized and executed as true, correct, and complete with positive proof attached. Absent positive proof to rebut all assertions, any response shall be deemed null and void having no force or effect and waives any of GreenPoint Mortgage Funding, Inc.'s immunities or defenses. Any rebuttal shall be mailed to the undersigned and the Notary address within ten (10) calendar days of GreenPoint Mortgage Funding, Inc.'s receipt of this affidavit. If a response is not received within the 10 days any statements made herein shall be deemed true and correct.

GreenPoint Mortgage Funding, Inc. further agrees <u>and</u> consents to this administrative notice and default under this affidavit as clear and convincing evidence and proof:

1. GreenPoint Mortgage Funding, Inc. agrees to a UCC-3 deletion be filed to delete the alleged mortgage/deed of trust in any public record.

#### Sent via U.S. Postal Service Certified/Registered mail # 003/0/0 00055965 0008 «UCC\_CertifiedRegistered\_Mail\_1»

GreenPoint Mortgage Funding, Inc. agrees to a UCC-5 Correction be filed in any public registry to correct the inaccurate, unlawful or illegal mortgage/deed of trust in any public record.

GreenPoint Mortgage Funding, Inc. agrees this affidavit shall be used as first

party evidence or positive proof in any remedy sought by Affiant.

GreenPoint Mortgage Funding, Inc. shall return any original documentation, including but not limited by, any Notes, securities, assets, applications, transfers, blotters, book entries, assignments, security interests, to Affiant at Affiants herein stated postal location using only United States Postal Service Certified or Registered mail, within 5 business days of receiving any Demand from Affiant or agree to pay Affiant the face value of any notes and any damages incurred as a result of GreenPoint Mortgage Funding, Inc.'s bad faith, unreasonableness, and unlawful enrichment of Affiant's property.

5. GreenPoint Mortgage Funding, Inc. waives any rights to any Motion, Notice,

Injunction, or any other defense or immunity.

6. GreenPoint Mortgage Funding, Inc. hereby removes or discharges and is barred from any alleged right, title, or interest in any alleged account, note, monetary instrument, asset, or Mortgage/Deed of Trust.

7. Any alleged trustee, or successor is hereinafter completely removed and

disqualified as trustee, agent, or successor by Affiant.

8. GreenPoint Mortgage Funding, Inc. and any of GreenPoint Mortgage Funding, Inc.'s assigns or nominees are estopped henceforth from any action against any of Affiant's rights or property in any manner regarding alleged account # 0082249665 or alleged Mortgage/Deed of Trust.

9. GreenPoint Mortgage Funding, Inc. has no right of: entry, possession, judgment, assignment or notice regarding the alleged account # 0082249665 or alleged

Mortgage/Deed of Trust.

10. GreenPoint Mortgage Funding, Inc. shall lose any alleged waiver or estoppel.

11. GreenPoint Mortgage Funding, Inc. hereinafter discharges any alleged Mortgage/Deed of Trust or any alleged debt.

12. GreenPoint Mortgage Funding, Inc. is in violation under the Statute of Frauds under fraudulent misrepresentation or concealment.

13. Any alleged relationships regarding property between GreenPoint Mortgage

Funding, Inc. and Affiant are null and void.

- 14. GreenPoint Mortgage Funding, Inc., as a result of undue influence and Duress by GreenPoint Mortgage Funding, Inc., caused Affiant to enter an alleged agreement under mistake
- 15. The alleged Mortgage/Deed of Trust recorded and filed in any public record is inaccurate, hence null and void.
- 16. Affiant is the absolute legal and lawful titleholder with absolute Power of Attorney for any records regarding any alleged Mortgage/Deed of Trust.

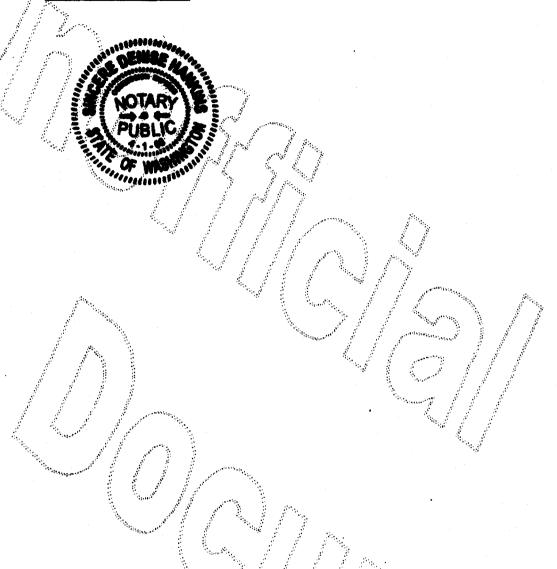
17. Affiant is a victim of Larceny and unlawful conversion of an alleged Mortgage/Deed of Trust.

18. GreenPoint Mortgage Funding, Inc. is under breach of an alleged or unenforceable contract and unlawfully, illegally, or improperly filed alleged Mortgage/Deed of Trust.

Sent via U.S. Postal Service Certified/Registered mail #

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seal:



Sent via U.S. Postal Service Certified/Registered mail #
700370/0 0005 5965 0008«UCC\_CertifiedRegistered Mail 1»

- 19. GreenPoint Mortgage Funding, Inc. is under breach of oral Trust of Reality constituting an unlawful retention of property by GreenPoint Mortgage Funding, Inc..
- 20. GreenPoint Mortgage Funding, Inc. has no power of sale regarding alleged Mortgage/Deed of Trust or property of Affiant.
- 21. Affiant is further entitled to Injunctive relief.
- 22. GreenPoint Mortgage Funding, Inc. is under breach of express trust by means of disloyalty.
- 23. GreenPoint Mortgage Funding. Inc. is under breach of any oral trust relationship.
- 24. Any current alleged Trustee(s) is/are hereby removed and disqualified as trustee(s) because:
  - a. Conflict of interest
  - b. Concealment
  - c. Breach of fiduciary responsibility(ies).
  - d. Fraud by means of the duty to speak and using untrue and concealing material facts regarding the alleged Mortgage/Deed of Trust.

Wanda E. Arp

#### ACKNOWLEDGMENT.

On this day came before me the Affiant a living flesh and blood to attest and affirm the signature is true, complete, and correct on the foregoing affidavit. Wanda B. Arp the undersigned, who is personally known by me or upon proper identification, personally came before me, the subscriber, a notary public in and for said County and State, and Duly Affirmed the truth of the foregoing Affidavit in my presence. The Affiant also acknowledged the signing thereof to be own voluntary act and deed. Signing the within instrument in my presence and for the purpose therein stated.

Signed this day 28th of December 1	2004	_at
Jacoma, Wa.		<b>-</b>
My commission expires on: 4108		
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m Print your name and address on the reverse so that we can return the card to you:  Attach this card to the back of the malipiece, or on the front if space permits.	B. Received by (Printed Name) C. Detty Dilivery.  D. In delivery spiness different from hern 17   No
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2. Article Number 7003 10	10 0005 5965 0008
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Please print or type information WASHINGTON STATE I	PAGE001 OF 007 01/20/2008 10:51
Document Title(s) (or transactions contained therein): (all area	KING COUNTY, LA
1 Certificate of Non Responses	s applicable to your coouncil mean or mire m,
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1. Wanda Elene aup	
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Legal description (abbreviated, i.e. lot, block, plat or section, t	ourmehin rongo)
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The Auditor/Recorder will rely on the information provided on the verify the accuracy or completeness of the indexing information pro	vided herein.
I am requesting an emergency nonstandard recording for	an additional fee as provided in RCW
36.18.010. I understand that the recording processing rec	quirements may cover up or otherwise
obscure some part of the text of the original document.	
Nean Cap	Signature of Requesting Party

### **CERTIFICATE OF NON RESPONSE**

1, DERRICA / Pan	a Notary Public,	do hereby certify under	the
	7740	• •	
penalty of perjury that I have re	ceived no response to Wa	nda Elene Arp's "Affid	avit"
dated 28 <sup>th</sup> day of December 20	04		Ps.
pages" as	of this 19th day of Janua Signed	ry 2005.	(n.)
	<u>Jurat</u>		
On this day came before me the and affirm the signature is true, Elene Arp the undersigned, who	complete, and correct on to is personally known by n	he foregoing affidavit. Yn ne or upon proper oath a	Wanda Ind
identification, personally came County and State, and Duly Aff The Affiant also acknowledged	irmed the truth of the fore	going Affidavit in my pr	resence.
Signing the within instrument in	my presence and for the	purpose therein stated.	ia acca.
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#### AFFIDAVIT OF Wanda E. Arp

Wanda E. Arp c/o 15923 SE 369th Street Auburn, [98092] Washington

To: GreenPoint Mortgage Funding, Inc. 100 Wood Hollow Drive Novato, CA 94945

The undersigned, Wanda E. Arp, hereinafter "Affiant" does herewith assert and declare on Affiant's unlimited liability that Affiant issues this AFFIDAVIT OF Wanda E. Arp with sincere intent, that Affiant is competent to state the matters set forth herein, that the contents are true, correct, and complete in accordance with Affiant's knowledge, understanding, and intent. Affiant is of sound mind, and over the age of twenty-one. Affiant reserves all rights. Affiant being unschooled in law, and who has no bar attorney, without an attorney, and having never been represented by an attorney, and does not waive counsel, knowingly and willingly Declares and Duly affirms:

- 1. Affiant, regarding the absolute and legal estate, is the sole legal and absolute owner, maker, or issuer of the estate and any asset(s) or property(ies) regarding the absolute estate and Affiant has never assigned, transferred, nominated any of Affiant's right, title, or interest to any other.
- 2. Affiant has no knowledge of nor has GreenPoint Mortgage Funding, Inc. ever revealed or disclosed to Affiant any trust relationship or creation of any trust with GreenPoint Mortgage Funding, Inc. or any other(s) regarding alleged account # 0082249269 or the Mortgage/Deed of Trust regarding the same.
- It was never Affiant's intent to agree or consent to any trust relationship or creation of trust between GreenPoint Mortgage Funding, Inc. and Affiant.
- 4. Affiant never knew of nor agreed nor consented to GreenPoint Mortgage Funding, Inc. or any others granting authority and becoming a trustee, agent, or having agency over any of Affiant's property.
- 5. Affiant was induced by GreenPoint Mortgage Funding, Inc. into believing an agreement from GreenPoint Mortgage Funding, Inc.'s purported capital was

## Sent via U.S. Postal Service Certified/Registered mail # 7003 1010 0005 5965 0015 «UCC CertifiedRegistered Mail 1»

the only contract and funding source Affiant was being involved with and Affiants common law property would be used only in the event of default from the use of GreenPoint Mortgage Funding, Inc.'s purported capital and funding source.

- 6. GreenPoint Mortgage Funding, Inc. intentionally concealed and withheld material facts of any trust or any creation of any trust regarding alleged Mortgage/Deed of Trust and alleged account # 0082249269.
- 7. GreenPoint Mortgage Funding, Inc. intentionally concealed and withheld material facts regarding any trustee or beneficiary being designated, nominated, appointed, or assigned by Affiant to any other regarding alleged account # 0082249269 or alleged Mortgage/Deed of Trust.
- 8. GreenPoint Mortgage Funding, Inc. is willfully withholding or concealing full disclosure to Affiant.
- 9. GreenPoint Mortgage Funding, Inc. is using undue influence upon Affiant to retain domination over the Affiants will to obtain the rights and property of Affiant without Affiant's complete knowledge and intentional consent or agreement.
- 10. GreenPoint Mortgage Funding, Inc.'s action(s) exceed persuasion under duress by restraining and injuring Affiant's will, property, and rights without the consent, agreement and knowledge of Affiant.

Pursuant to the Administrative Procedures Act, any man or woman with first hand knowledge of all the facts pertaining herein and absolute power and authorization to rebut this affidavit desiring to rebut this AFFIDAVIT OF Wanda E. Arp asserted herein must rebut each and every point separately in the same manner as this Affidavit with the responding party's own signature and endorsement notarized and executed as true, correct, and complete with positive proof attached. Absent positive proof to rebut all assertions, any response shall be deemed null and void having no force or effect and waives any of GreenPoint Mortgage Funding, Inc.'s immunities or defenses. Any rebuttal shall be mailed to the undersigned and the Notary address within ten (10) calendar days of GreenPoint Mortgage Funding, Inc.'s receipt of this affidavit. If a response is not received within the 10 days all statements made herein shall be deemed true and correct.

GreenPoint Mortgage Funding, Inc. further agrees and consents to this administrative notice and default under this affidavit as clear and convincing evidence and proof:

GreenPoint Mortgage Funding, Inc. agrees to a UCC-3 deletion be filed to delete
the alleged mortgage/deed of trust in any public record.

## Sent via U.S. Postal Service Certified/Registered mail # 7203 1010 0 005 5965 0015 «UCC CertifiedRegistered Mail 1»

- 2. GreenPoint Mortgage Funding, Inc. agrees to a UCC-5 Correction be filed in any public registry to correct the inaccurate, unlawful or illegal mortgage/deed of trust in any public record.
- 3. GreenPoint Mortgage Funding, Inc. agrees this affidavit shall be used as first party evidence or positive proof in any remedy sought by Affiant.
- 4. GreenPoint Mortgage Funding, Inc. waives any rights to any Motion, Notice, Injunction, or any other defense or immunity.
- 5. GreenPoint Mortgage Funding, Inc. hereby removes or discharges and is barred from any alleged right, title, or interest in any alleged account, note, monetary instrument, asset, or Mortgage/Deed of Trust.
- 6. Any alleged trustee, or successor is hereinafter completely removed and disqualified as trustee, agent, or successor by Affiant.
- 7. GreenPoint Mortgage Funding, Inc. and any of GreenPoint Mortgage Funding, Inc.'s assigns or nominees are estopped henceforth from any action against any of Affiant's rights or property in any manner regarding alleged account # 0082249269 or alleged Mortgage/Deed of Trust.
- 8. GreenPoint Mortgage Funding, Inc. has no right of: entry, possession, judgment, assignment or notice regarding the alleged account # 0082249269 or alleged Mortgage/Deed of Trust.
- 9. GreenPoint Mortgage Funding, Inc. shall lose any alleged waiver or estoppel
- 10 GreenPoint Mortgage Funding, Inc. hereinafter discharges any alleged Mortgage/Deed of Trust or any alleged debt.
- 11. GreenPoint Mortgage Funding, Inc. is in violation under the Statute of Frauds under fraudulent misrepresentation or concealment.
- 12 Any alleged relationships regarding property between GreenPoint Mortgage Funding, Inc. and Affiant are null and void.
- 13. GreenPoint Mortgage Funding, Inc., as a result of undue influence and Duress by GreenPoint Mortgage Funding, Inc., caused Affiant to enter an alleged agreement under mistake.
- 14. The alleged Mortgage/Deed of Trust recorded and filed in any public record is inaccurate, hence null and void.
- 15. Affiant is the absolute legal and lawful titleholder with absolute Power of Attorney for any records regarding any alleged Mortgage/Deed of Trust.
- 16. Affiant is a victim of Larceny and unlawful conversion of an alleged Mortgage/Deed of Trust.
- 17. GreenPoint Mortgage Funding, Inc. is under breach of an alleged or unenforceable contract and unlawfully, illegally, or improperly filed alleged Mortgage/Deed of Trust.
- 18. GreenPoint Mortgage Funding, Inc. is under breach of oral Trust of Reality constituting an unlawful retention of property by GreenPoint Mortgage Funding, Inc..
- 19. GreenPoint Mortgage Funding, Inc. has no power of sale regarding alleged Mortgage/Deed of Trust or property of Affiant.
- 20. Affiant is further entitled to Injunctive relief.
- 21. GreenPoint Mortgage Funding, Inc. is under breach of express trust by means of disloyalty.

Sent via U.S. Postal Service Certified/Registered mail #
1003 1010 0005 5965 0015 «UCC CertifiedRegistered Mail 1»

- 22. GreenPoint Mortgage Funding, Inc. is under breach of any oral trust relationship.
- 23. Any current alleged Trustee(s) is/are hereby removed and disqualified as trustee(s) because:
  - a. Conflict of interest
  - b. Concealment
  - c. Breach of fiduciary responsibility(ies).
  - d. Fraud by means of the duty to speak and using untrue and concealing material facts regarding the alleged Mortgage/Deed of Trust.

Wanda E. Arp

#### ACKNOWLEDGMENT

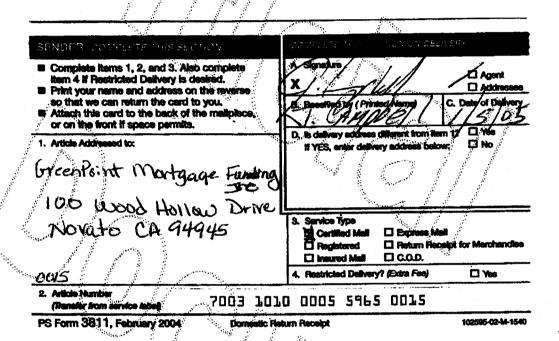
On this day came before me the Affiant a living flesh and blood to attest and affirm the signature is true, complete, and correct on the foregoing affidavit. Wanda E. Arp the undersigned, who is personally known by me or upon proper identification, personally came before me, the subscriber, a notary public in and for said County and State, and Duly Affirmed the truth of the foregoing Affidavit in my presence. The Affiant also acknowledged the signing thereof to be own voluntary act and deed. Signing the within instrument in my presence and for the purpose therein stated.

Signed this d	29th	7	j .	
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My commiss	ion expires on:	4/1/29	·	
By Since				
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seal:			J. J	Carried Co.
				MOTARY



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Page 4 of 4



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## ANNEX K



FIRST AMERICAN TO PAGE001 OF 003 02/02/2005 15:31

> E2099701 82/82/2005 15:27 KING COUNTY, WA 11AX \$2.00

PAGE001 OF 001

FILED FOR RECORD AT REQUEST OF: GRP FINANCIAL SERVICES 360 Hamilton Avenue, 5th Floor White Plains, NY 10601

Loan #: 13342 Title #: 2075521 TS #: 12901-5

IST AM.

3/21

#### TRUSTEE'S DEED

THE GRANTOR, FIRST AMERICAN TITLE INSURANCE COMPANY as present Trustee under that Deed of Trust, as hereinafter particularly described, in consideration of the premises and payment recited below, hereby grants and conveys, without warranty to: WELLS FARGO BANK, N.A. AS INDENTURE TRUSTEE FOR GRP/AG REAL ESTATE ASSET TRUST 2004-2

GRANTEE, that real property situated in the County of KING, State of WA, described as follows:

Lots 3 and 4, Park Vista No. 1, according to the Plat thereof recorded in Volume 84 of Plats, Page(s) 78 and 79, records of King County, Washington.

Tax ID: 665250-0040-09, 665250-0030-01

Aka: 15923 SE 369th Street, Auburn, WA

#### RECITALS:

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon said Trustee by that certain Deed of Trust between WANDA E. ARP, as Grantor, to STEWART TITLE OF NEVADA, as Trustee, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. SOLELY AS NOMINEE FOR GREENPOINT MORTGAGE FUNDING INC., as Beneficiary, Recorded on 7/1/2003, in Vol. N/A, Page N/A, under Auditor's File No. 20030701001558, records of KING, Washington.

- Said Deed of Trust was executed to secure, together with other undertakings, the payment of one promissory note in the sum of \$368,000.00 with interest thereon, according to the terms thereof, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. SOLELY AS NOMINEE FOR GREENPOINT MORTGAGE FUNDING INC. and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust.
- 3. The described Deed of Trust provides that the real property conveyed therein is not used principally for agricultural or farming purposes.
- 4. Default having occurred in the obligations secured and/or covenants of the Grantor, as set forth in Notice of Trustee's Sale described below, which by the terms of the Deed of Trust make operative the power to sell, the thirty-day advance Notice of Default was transmitted to the Grantor, or his successor in interest, a copy of said Notice was posted or served in accordance with law.
- WELLS FARGO BANK, N.A. AS INDENTURE TRUSTEE FOR GRP/AG REAL ESTATE ASSET TRUST 2004-2, being that the holder of the indebtedness secured by said Deed of Trust, delivered to said Trustee a written request directing said Trustee or his authorized agent to sell the described property in accordance with law and the terms of said Deed of Trust.
- 6. The defaults specified in the "Notice of Default" not having been cured, the Trustee, in compliance with the terms of said Deed of Trust, recorded on 10/15/2004 as Auditor No. 20041015001839 in the office of the Auditor of KING County, Washington, a "Notice of Trustee's Sale" of said property.
- The Trustee in its aforesaid "Notice of Trustee's Sale," fixed the place of sale as AT THE MAIN ENTRANCE TO THE ADMINISTRATION BUILDING, 500 4TH AVENUE, SEATTLE, WA, a public place, at 10:00am and in accordance with law caused copies of the statutory "Notice of Trustee's Sale" to be transmitted by mail to all persons entitled thereto and either posted or served prior to 90 days before the sale; further, the Trustee caused a copy of said "Notice of Trustee's Sale" to be published once between the thirty-second and twenty-eighth day before the date of sale, and once between the eleventh and seventh day before the date of sale, and further, included this Notice, which was transmitted to or served upon the Grantor or his successor in interest, a "Notice of Foreclosure" in substantially the statutory form.
- 8. During foreclosure, no action was pending on an obligation secured by said Deed of Trust.
- All legal requirements and all provisions of said Deed of Trust have been complied with, as to acts to be performed and notices to be given, as provided in Chapter 61.24 RCW.

The defaults specified in the "Notice of Trustee's Sale" not having been cured eleven days prior to the date of Trustee's Sale and said obligations secured by said Deed of Trust remaining unpaid, on 1/28/2005, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the Trustee then and there sold at public auction to said Grantee, the highest therefore, the property hereinabove described, for the sum of \$419,811.12, by the satisfaction in full of the obligation then secured by said Deed of Trust, together with all fees, costs and expenses as provided by statute.

Dated: 01/31/2005

First American Title Insurance Company, as Trustee
7.02 R)///
Name/Title: DENNIS CANTAS ASST. SEC.
STATE OF California
COUNTY OF Orange ) ss.
On this day 2/01/05 before me the undersigned, personally appeared
the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the
uses and purposes therein mentioned.
California. NOTARY PUBLIC in and for the State of
My commission expires:  Q (6-05)  MARIA DE LA TORRE Commission # 1321133  Notice Public Commission # 221133
Notary Public - California

My Comm. Expires Sep 16, 2005

## ANNEX L

21411 Mathenagementar Ra SE
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Please print or type information WASHINGTON STA 20000833
Document Title(s) (or transactions contained there    Document Title(s) (or transactions contained there   Page 01   OF 083   01/20/2005   10:51
Reference Number(s) of Documents assigned or released:
Additional reference #'s on page of document
Grantor(s) (Last name, first name, initials)  1. 2. Harring (S) A new Constant Market (S)
Additional names on page of document.
Grantee(s) (Last name first, then first name and initials)  1.
Additional names on page of document.
Legal description (abbreviated, i.e. lot, block, plat or section, township, range)
Additional legal is on page of document,
Assessor's Property Tax Parcel/Account Number
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.
I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise
obscure some part of the text of the original document.
Signature of Requesting Party
and the control of th

# NOTICE OF OBJECTION TO FORECLOSURE

I, Wanda Elene Arp hereby give "NOTICE OF OBJECTION TO FORECLOSURE" of premises commonly know as:

15923 SE 369th Street

City of Auburn, County of King

Washington 98092

Lots 3-4, Park Vista No 1, according to the Plat thereof recorded in Volume 84 of Plats, Page's 78-79, records of King County, Washington

Tax Parcel Number's 665250-0030-01 and 665250-0040-09

on any date in any County as foreclosure by advertisement on said premises is not a foreclosure in fact, and I, Wanda Elene Arp do not agree or consent to this or any foreclosure of said premises.

Notice is hereby given unto;

GreenPoint Mortgage Funding Inc, or any of its assignees, successors, or substitute trustee(s)

100 Wood Hollow Drive
Novato, Ca 94945

to cease and desist in further action(s) in said foreclosure, as no foreclosure action in a court of competent jurisdiction has commenced, as no written notice of hearing was served upon Wanda Elene Arp. Foreclosure by advertisement is forthwith rejected on face as invalid.

Wanda Blene Arp

#### Jurat

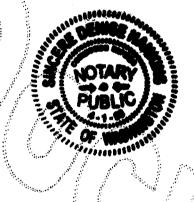
On this day came before me the Affiant a living flesh and blood woman to oath and attest and affirm the signature is true, complete, and correct on the foregoing affidavit. Wanda Elene Arp the undersigned, who is personally known by me or upon proper oath and identification, personally came before me, the subscriber, a notary public in and for said County and State, and Duly Affirmed the truth of the foregoing Affidavit in my presence. The Affiant also acknowledged the signing thereof to be her own voluntary act and deed. Signing the within instrument in my presence and for the purpose therein stated.

Signed this day 10	th	<u> </u>	, of	anuari	<b>,</b>	2005	at
Leona	W	a .		1	0	<b>*</b>	

My commission expires on:

By Dincere Tankins

ceal.



## ANNEX M

The Affidavit of Wanda E. Arp has not been received as of this date, and will be entered into the file upon receipt.

## ANNEX N

Return Address:  Pean & Wanda And  1457 Auburn Way N.  Auburn WA 93007  20140729000317  PAGE-001 OF 004  975.00  75.00  NOTE: The content of
Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)  Document Title(s) (or transactions contained therein); (all areas applicable to your document must be filled in)
1. Corrections of Mistakes Died Corrections
3. A. A.
Reference Number(s) of Documents assigned or released:
Additional reference #'s on page of document 20030701001556
Grantor(s) Exactly as name(s) appear on document
1. Wanda E. Arp
2. Dean A. A.P.
Additional names on page of document.
Grantee(s) Exactly as name(s) appear on document  1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1
2/
Additional names on page of document.
Legal description (abbreviated: i.e. lot, block, plat or section, township, range)  Left 3 4 Park Vista #1  Vol. 84 at Plate Pages 78-79
Additional legal is on page of document.
Assessor's Property Tax Parcel/Account Number
The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.
"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Further more, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."
Signature of Requesting Party

When Recorded Return to: Dean & Wanda Arp 1402 Auburn Way N. #448 Auburn, WA 98002

(Space Above This Line For Recording Data)

## CORRECTION OF MISTAKES DEED CORRECTIONS

Notice of Acceptance of Transfer by Deed and Corrections to Record

We ,Wanda E. Arp, and her marital estate with Dean A. Arp, now acknowledge our own free will act, deed, and intent, execute this CERTIFICATE OF ACCEPTANCE, ALLONGE TO ORIGINAL TITLE TO REAL ESTATE, NUNC PRO FUNC, as transferred on June 27, 2003, 20030701001556, Statutory Warranty Deed, duly recorded July 1, 2003, AS CORRECTIONS OF MISTAKE.

ACCEPTED: deed poll, now asserted manifest title:

recording number: 20030701001556

longitude and latitude: 47.270529, -122.129425

address: 15923 SE 369th St., Auburn, Washington 98092

survey number: Lots 3-4, Park Vista No. 1, as recorded in Vol. 84 of Plats, Pages 78-79,

tax parcels: 665250-0040 & 665250-0030

Transfer, by Statutory Warranty Deed executed June 27, 2003, closed under specialty contract, sale, and exchange between seller, Victoria L. Griffin, and buyer, Wanda E. Arp in her marital

**DEED CORRECTIONS** 

Page 1 of 3

estate with Dean. Property exchanged, real property identified herein, in possession of seller, in exchange for cash equivalent, fungible, issued for the deed, payment, buyers promise to pay, duly accepted for transfer with conversion duly accepted by seller for conversion by GreenPoint Mortgage Funding, Inc., for conversion of promissory note to cash item with securities issued without the consent granted by issuer of fungibles.

STATUTORY WARRANTY DEED 20030701001556 (E1970059), AS BONDED CONVEYANCE, COMPLETE TRANSFER OF FULL OWNERSHIP AND POSSESSION OF REAL PROPERTY DESCRIBED HEREIN; ALSO, TOGETHER WITH ASSIGNMENT AND ACCEPTANCE OF ALL RIGHTS, TITLE, INTEREST, PRIVILEGES, AND/OR IMMUNITIES OF GRANTOR(S), ASSIGNS, TO ORIGINAL LAND GRANT, ORIGINAL PATENTEES, GRANTEES, NUNC PRO TUNC, ORIGINAL LAND REGISTRY ENTRY 1455, 1492, ET SEQ.

ACCEPTED; November 11, 1889 Constitution, State of Washington ratifying original Constitution for Washington, November 4, 1878, with surety, The United States of America 1783, law of titles of the State of Washington 1889, King County Recorder's office 1854, recording of common law Titles under Deed, now record under abstract records, 20030701001556, nunc pro tunc.

Abstract on title qualifying transfers hereby perfecting the simple real property ownership, now declared, executed freehold estate allodium by manifest title, now private property, inclusive of private chattel paper issued with acceptance, issued promissory note by Wanda E Arp, fair consideration full payment under exchange contract, June 26, 2003 with complete perfected title to Wanda E. Arp and her a married estate, third-party debt or use of either real or chattel property canceled and barred, nune pro tune, July 1, 2003, 20030701001556.

Indefeasible Title under dury bonded Title Acceptance in the sum of \$10 million pursuant to the laws of the State of Washington found by reference to RCW 64.04.030, Warranty Deed.

**DEED CORRECTIONS** 

Page 2 of 3

### Case 2:16-cv-00005-RSM Document 3-1 Filed 01/15/16 Page 85 of 107

Accepted; Recording perfecting Common Law Title, nunc pro tune, 1493, under full bond with
surety, Grantor(s) assigns, nunc pro tunc, grants, transfers.
Executed this 28 day of July, 2014.
and the state of t
Wanda E. Arp
Wanda E. Arp
$\wedge$ $\wedge$ $\wedge$ $\wedge$ $\wedge$ $\wedge$ $\wedge$
Nean Q. Qip
Dean A. Arp
STATE OF WASHINGTON
STATE OF WASHINGTON
) ACKNOWLEDGEMENT
COUNTY OF KING
Before me the undersigned a Notan
Before me the undersigned, a Notary acting in and for the County of Ming and State
of Washington on this 28 day of Lewy, 2014, personally appeared and known to
me to be the identical persons Wanda E Arp and Dean A. Arp declared the above to be true, correct, and not meant to mislead, to the best of their first hand knowledge, understand the
correct, and not meant to mislead, to the best of their first-hand knowledge, understand the
belief, executed by their free will and voluntary act and deed the foregoing document.
belief, executed by their free will and voluntary act and deed the foregoing document.
correct, and not meant to mislead, to the best of their first-hand knowledge, understand the
belief, executed by their free will and voluntary act and deed the foregoing document.
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belief, executed by their free will and voluntary act and deed the foregoing document.  Given under my hand and seal this
belief, executed by their free will and voluntary act and deed the foregoing document.  Given under my hand and seal this 28 day of 2014.  Notary signature  Printed Notary name  The standard to mislead, to the best of their first-hand knowledge, understanding, and belief, executed by their free will and voluntary act and deed the foregoing document.  Dilleton to mislead, to the best of their first-hand knowledge, understanding, and belief, executed by their free will and voluntary act and deed the foregoing document.  Dilleton to mislead, to the best of their first-hand knowledge, understanding, and belief, executed by their free will and voluntary act and deed the foregoing document.
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belief, executed by their free will and voluntary act and deed the foregoing document.  Given under my hand and seal this 28 day of 2014.  Notary signature  Notary signature  Deed Deed Deed Deed Deed Deed Deed De
belief, executed by their free will and voluntary act and deed the foregoing document.  Given under my hand and seal this 28 day of 2014.  Notary signature  Printed Notary name  The standard to mislead, to the best of their first-hand knowledge, understanding, and belief, executed by their free will and voluntary act and deed the foregoing document.  Dilleton to mislead, to the best of their first-hand knowledge, understanding, and belief, executed by their free will and voluntary act and deed the foregoing document.  Dilleton to mislead, to the best of their first-hand knowledge, understanding, and belief, executed by their free will and voluntary act and deed the foregoing document.
belief, executed by their free will and voluntary act and deed the foregoing document.  Given under my hand and seal this 28 day of 2014.  Notary signature  Notary signature  Deed Deed Deed Deed Deed Deed Deed De

## **ANNEX O**

## NOTICE of Fatal Defects Affecting Titles and Commerce

Date: October 14, 2014

From: Lewis Vincent Hughes

718 Griffin Ave, #231 Enumclaw, WA 98022

To: Bank of America Corporate Center

100 North Tryon Street Charlotte, NC 28202

Re: Fatal Defects which affect Titles after July 1, 2003 against the property known as –

15923 SE 369<sup>th</sup> Street, Auburn, WA 98092, and all commerce related thereto

Ref: Recorded Documents - 20030701001556, 20140729000317

All interested Parties take notice:

On June 27, 2003, Wanda E. Arp, tendered private chatel property to Greenpoint Mortgage Funding, Inc. as payment for and possession of the above referenced property. Transfer, by Statutory Warranty Deed executed June 27, 2003, closed under specialty contract, sale, and exchange between seller, Victoria L. Griffin, and buyer, Wanda E. Arp in her marital estate with Dean. Property exchanged, real property identified herein, in possession of seller, in exchange for cash equivalent, fungible, issued for the deed, payment, buyers promise to pay, duly accepted for transfer with conversion duly accepted by seller for conversion by GreenPoint Mortgage Funding, Inc., for conversion of promissory note to cash item with securities issued without the consent granted by issuer of fungibles.

STATUTORY WARRANTY DEED 20030701001556 (E1970059), AS BONDED CONVEYANCE, COMPLETE TRANSFER OF FULL OWNERSHIP AND POSSESSION OF REAL PROPERTY DESCRIBED HEREIN; ALSO, TOGETHER WITH ASSIGNMENT AND ACCEPTANCE OF ALL RIGHTS, TITLE, INTEREST, PRIVILEGES, AND/OR IMMUNITIES OF GRANTOR(S), ASSIGNS, TO ORIGINAL LAND GRANT, ORIGINAL PATENTEES, GRANTEES, NUNC PRO TUNC, ORIGINAL LAND REGISTRY ENTRY 1455, 1492, ET SEQ.

GreenPoint Mortgage Funding, Inc. has never returned the chatel property of Wanda E. Arp, i.e., the Promissory Note and all proceeds obtained from it and any and all Derivatives issued against. GreenPoint Mortgage Funding, Inc. seized the above referenced property, under RCW 61.24 et seq., even said code is unconstitutional as it violates the "due process clause of the State of Washington Constitution. GreenPoint Mortgage Funding, Inc. then alleges to have transferred the property to other parties; all known parties of interest are listed later in this Notice.

Because GreenPoint Mortgage Funding, Inc. never returned the private chatel property of Wanda E. Arp, any subsequent sale and issuance of Title are NOT valid, because if it was valid, GreenPoint Mortgage Funding, Inc. would have been paid twice for the property, resulting in unjust enrichment for GreenPoint Mortgage Funding, Inc., which is illegal under the Statutes of the State of Washington and the Statutes of the United States. Therefore, the <u>only</u> valid Titles issued between July 1, 2003, and present, are the ones which were issued to Wanda E. Arp. All interested parties should govern themselves accordingly.

This Notice has been sent via certified mail to the following parties:

King County Prosecuting Attorney Civil Division

King County Sheriff

Capitol One - Greenpoint Mortgage Funding, Inc.

**GRP Financial Services** 

First American Title Insurance Company

**MERS** 

Wells Fargo Home Mortgage

Stewart Title of Nevada

MTC Financial, Inc. dba Trustee Corps

**Ticor Title** 

CTX Mortgage Company, LLC

Bank of America Corporate Center

Safeguard Properties, Inc.

### **Further NOTICE**

I, Lewis Vincent Hughes, hold valid Title under DEED in allodium, to the real property commonly identified as 15923 SE 369<sup>th</sup> Street, Auburn, Washington and have possession of same. See public recording # 2014008000603 for evidence of these facts. Anyone who believes this to not be valid, may take the appropriate action in a judicial power court. No administrative court has the authority to adjudicate a matter under the Common Law of the State of Washington.

Given under my Seal,

Lewis Vincent Hughes

L.S. Live Hugh

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## ANNEX P

Return Address:Lewis Vincent Hughes15923 SE 369 <sup>th</sup> StreetAuburn, WA 98092  20150326000582  HIGHES MISC 133.00 PAGE-001 OF 012 03/26/2015 11:35 KING COUNTY, MA
Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)
Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)
Declaration of Assignee's Update of Patent2. Memorandum of Law Securing My Patent Assignment     Survey Plate4. Certified Copy of Patent No. 32
Reference Number(s) of Documents assigned or released:
Additional reference #'s on page of document
Grantor(s) (Last name, first name, initials)  1. United States of America  2
Additional names on page of document.
Grantee(s) (Last name first, then first name and initials)  1. Lewis Vincent Hughes  2.
Additional names on page of document.
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) Lots 3 & 4, Park Vista No. 1, Sec. 35, Twshp. 21, Range 5 East, W.M.
Additional legal is on page of document.
Assessor's Property Tax Parcel/Account Number  Assessor Tax # not yet assigned  665250-0040 & 665250-0030
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.
I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.
Signature of Requesting Party

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:	)	RECORDER'S USE
Lewis Vincent Hughes 15923 SE 369 <sup>th</sup> Street Auburn, Washington	)	
Trace and Washington	)	
	)	
	)	

### **DECLARATION OF ASSIGNEE'S UPDATE OF PATENT**

PATENT NUMBER: 32

Know all men by these present; that I, do certify and declare that I bring up this land patent in my name: Lewis Vincent Hughes.

(1) The character of said patented property duly assigned to bona fide Grantee, and legally described and referenced under patent number listed above is:

The North one-half of the Northwest one-quarter of the Northeast one-quarter of Section Thirty five in Township Twenty-one North of Range Five East of the Willamette Meridian all in Washington State, generally. And then beginning at a point 1336.15 feet west of the NE corner of the Section 35 and thence south 365.14 feet to the NE corner of the parcel. Thence West from that point 604.4 feet along the northern boundary and thence South 289.59 feet, defining the western boundary to the SW corner, then East 624.42 feet, defining the southern boundary and thence North 268.95 feet to describe the complete boundaries, except for the piece 25 feet East by 100 feet South from the NW corner of the parcel, which is set aside for a community well. A Five and two-tenths Acre Parcel.

(2) Assignee's seisin in deed, and lawful entry is inclusive of specifically that certain legally described portion of the Original Land Grant of Patent No: 32, and not the whole thereof, including hereditament, tenements, pre-emption rights appurtenant thereto. The recording of this instrument shall not be construed to deny or infringe upon others right to claim the remaining portion thereof. Any challenges to the validity of this declaration & notice are subject to the limitations annexed hereto. Additionally, a common courtesy of sixty (60) days is stipulated for any challenges hereto, otherwise, laches/estoppel shall forever bar the same against fee simple Freehold Estate; assessment lien theory to the contrary.

- (3) I hold Title under Deed under the Common Law of the State of Washington, as established under the Constitution of 1878, Common Law Rule of Decision State of Washington 1889. I am in possession of the afore described parcel. Such Title was passed to me from the previous bona fide lawful owners of said parcel by payment in silver specie coin. Refer to King County Records Numbers 20030701001556, 20140729000317.
- (4) I am a State Citizen domiciled on State of Washington, King county.

The following documents are attached to this declaration, Certified Copy of Original Land Grantor Patent, Survey Platt with Legal Description of Portion of Said Grant of Patent, and Memorandum of Law for Patents.

Assignee Assignee

Notice: Use of Notary is for identification purposes only and shall not be construed against Declarant as adhesion, indicia, or submission to any foreign, domestic, or municipal jurisdiction or public venue.

STATE OF WASHINGTON	)
COUNTY OF King	) JURAT )
Before me the undersigned, a Notary acting with	nin and for the County of King
to the to be the identical rice Man, Lewis Vincer	March, 2015, personally appeared and known nt of the family Hughes descendants, who being duly d not meant to mis-lead, to the best of his firsthand by his free will and voluntary act and deed the
Given under my hand and seal this 24th day of	of March, 2015.
Jinna dyn Sherwood	
Notary signature	TRINNA L ROSHERWOOD
Trinua Lyn Sherwood  Printed Notary name	NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES
Times Notary name	DECEMBER 4, 2018
My commission expires 12-4-2018	

# MEMORANDUM OF LAW SECURING MY PATENT ASSIGNMENT

- (1) Notice of pre-emptied right, pursuant to the Declaration of Independence (1776), the treaty of peace with Great Britain (8 Stat. 80) known as The Treaty of Paris (1793, an Act of Congress) (sat. 566, April 24, 1820). The Oregon Treaty (9 sat 869, June 15,1846), The Homestead Act (12 sat. 392, 1862) and 43 USC sections 57, 59, and 83; the recipient hereof is mandated by Art. VI Sections 1, 2, And 3; Art. IV Sections I Cl. 1, & 2; Section 2 Cl. 1 & 2; Section 4; The 4th, 7th, And 10th Amendments (U.S. Constitution, 1781-91) to acknowledge assignee's update of patent prosecuted by authority of Art. III Section 2 CI 1 & 2 and enforced by original/exclusive jurisdiction thereunder and it is the only way a perfect title can be had in my name, Wilcox Vs. Jackson, 13 Pet. (U.S.) 498, 10 1. Ed. 264; all questions of fact decided by the general land office are binding everywhere, and injunctions and mandamus proceedings will not lie, against it, Litchfield Vs. The Register, 9 Wall. (U.S.) 575, 19 L. Ed. 681. This document is instructed to be attached to all deeds and/or conveyances in the name of the above parties as requiring recording of this document in a manner known as nunc pro tunc (as it should have been done in the beginning), by order of the United States Supreme Law mandate as endorsed by case history cited.
- (2) Notice and effect of a land patent, a grant of land is a Public Law standing on the statute books of the STATE OF WASHINGTON at 65.11.080, 65.12.010 and 65.12.235, and is notice to every subsequent purchaser under any conflicting sale made afterward: Wineman Vs. Gastrell, 54 Fed 819, 4 CCA 596, 2 US App 581. A patent alone passes title to the grantee; Wilcox Vs. Jackson, 13 Pet (U.S.) 498, 10 L. Ed. 264. When the United States has parted with title by a patent legally issued, and upon surveys legally made by itself and approved by the proper department, the title so granted cannot be impaired by any subsequent survey made by the government for its own purposes; Cage Vs. Danks, 13, La. Ann. 128. In the case of ejectment, where the question is who has the legal title, the patent of the government is unassailable, Sanford Vs. Sanford, 139 US 642. The transfer of legal title (patent) to public domain gives the transferee the right to possess and enjoy the land transferred, Gibson Vs. Chouteau, 80 US 92. A patent for land is the highest evidence of title and is conclusive as evidence against the government and all claiming under junior patents or titles, United States Vs. Stond, 2 US 525, estoppel has been maintained as against a municipal a corporation (county), Beadle Vs. Smyser, 209 US 393, until it issues, the fee is in the government, which by the patent passes to the grantee, and he is entitled to enforce possession in ejectment, Bagnell Vs. Brodderick, 13 Peter (US) 436. State statues that give lesser authoritative ownership of title then the patent can not even be brought into Federal Court, Langdon Vs. Sherwood, 124 U.S. 74, 80. The power of congress to dispose of its land cannot be interfered with, or its exercise embarrassed by state legislation; nor can such legislation deprive the grantees of the united states of the possession and enjoyment of the property granted by reason of any delay in the transfer of the title after the initiation of proceeding for its acquisition. (Gibson Vs. Chouteau, 13 Wal. (U.S.) 92, 93.

- (3) Land title and transfer the existing system of land transfer is a long and tedious process involving the observance of many formalities and technicalities, a failure to observe any one of which may defeat the title. Even where these have been most carefully complied with, and where the title has been traced to its source, the purchaser must be at his peril, there always being, in spite of the utmost care and expenditure, the possibility that his title may turn out bad; Yeakle, Torrence system. 209. Patents are issued (and theoretically passed) between Sovereigns Leading Fighter Vs. County Of Gregory, 230 N. W. 2d 114, 116 the patent is prima facie conclusive evidence of title, Marsh Vs. Books, 49 U.S. 223, 233. An estate in inheritance without condition, belonging to the owner and alienable by him, transmissible to his heirs absolutely and simply, is an absolute estate in perpetuity and the largest possible estate a man can have being in fact Allodial in its nature, Stanton Vs. Sullivan, 63 RI 216 7 A. 696. The original meaning of a perpetuity is an inalienable, indestructible interest. Bouvier's Law Dictionary, Volume III p. 2570, (1914) if this land patent is not challenged, as stated above, within 60 days it then becomes my property, as no one else has followed the proper steps to get legal titles, the final certificate or receipt acknowledging the payment in full by a homesteader or preemptor is not legal effect a conveyance of land. U.S. Vs. Steenerson, 50 Fed 504, 1 CCA 552, 4 U.S. App. 332 A land patent is a conclusive evidence that the patent has complied with the Act of Congress as concerns improvements on the land, ect., Jankins Vs Gibson, 3 La Ann 203
- (4) Law on Rights, Privileges, and Immunities; Transfer by Patentee... "Title And Rights of Bona Fide Purchaser from Patentee.... Will be protected. United States Vs. Debell, 227 F 760 (C8 SD 1915), United States Vs. Beamon, 242 F 876 (Ca 8 Colo. 1917); State Vs. Hewitt Land Co.. 74 Wash 573, 134 P 474, From 43 USC & 15 N 44. As an assignee, whether he be the first, second or third party to whom title is conveyed shall lose none of the Original Rights, Privileges or Immunities of the Original Grantee of Land Patent. "No State Shall Impair the Obligations of Contract:. United Sates Constitution Article I Section 10.
- (5) Equal Rights; Privileges and Immunities are further protected under the 14th Amendment to the u.s. Constitution. "No State.... Shall Deny to Any Person Within its Jurisdiction the Equal Protection of the Law." In cases of ejectment, where the question is who has the title the patent of the government is unassailable, Sanford Vs. Sanford, 139 U.S. 642, 35 L Ed 290 in Federal Courts the patent is held to be the foundation of title at law. Fenn Vs. Holmes, 21 Howard 481. Immunity from collateral attack: Collins Vs. Barlett, 44 Cal 371; Weber Vs. Pere Marquette Boom Co., 62 Mich 626, 30 NW 469; Surget Vs. Doe, 24 Miss 118; Pittsmont Copper Co. Vs. Vanina, 71 Mont. 44, 227 Pac 45; Green Vs. Barker 47 Neb 934 66 NW 1032

## ANNEX Q

Courier-Herald 1627 Cole St. Enumclaw, WA 98022 360-825-2555

#### **Affidavit of Publication**

STATE OF WASHINGTON }
COUNTY OF KING/ PIERCE } ss

Dawn Inmon being first duly swom, upon oath deposes and says: that she is the Chief Clerk for Courier Herald Newspapers, a once-weekly newspaper. The said newspaper is a legal newspaper by order of the superior court in the county in which it is published and is now and has been for more than six months prior to the date of the first publication of the Notice hereinafter referred to, published in the English language continually as a once weekly newspaper in Enumclaw & Bonney Lake, King & Pierce Counties. Washington and is and always has been printed in whole or part in the Courier Herald and is of general circulation in said County, and is a legal newspaper, in accordance with the Chapter 99 of the Laws of 1921, as amended by Chapter 213, Laws of 1941, and approved as a legal newspaper by order of the Superior Court of King & Pierce Counties, Washington, and that the annexed is a true copy LAND PATENT FILING, LEWIS HUGHES as it was published once a week in the regular and entire issue of said paper and not as a supplement form thereof for a period 3 issue(s), such publication commencing on

04/01/15 and ending on 04/15/15 and that said newpaper was regularly distributed to its subscribers during all of said period. The amount of the fee for such publication is \$29.55

L(bux) Innur

Subscribed and sworn before me on this 14 day of

Notary Public in and for the State of Washington, residing in Orting.

«Client\_Name» «Order\_»

LAND PATENT FILING KING COUNTY RECORD #20150326000582 15923 SE 369th St. Auburn, WA Lewis Hughes (360)480-8286 # 823727 4/1/15, 4/8/15, 4/15/15

## ANNEX R

Foreign, Comparative & Vincent Moyer 200 McAllister Street 5an Francisco, CA 94102 University of California Library

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International Law Librarian

Mote. In illustration of this amendchap. 403, vol.

Actual mode tives, open all the certificates, and the votes shall then be countof electing the ed: the person having the greatest number of votes for president, vice president shall be the president, if such number be a majority of the of the United whole number of electors appointed; and if no person have such majority, then from the persons having the highest numbers, not exceeding three, on the list of those voted for as president, the house of representatives shall choose immediately, by ballot, the president. But in choosing the president, the votes shall be taken by states, the representation from each state having one vote; a quorum for this purpose shall consist of a member or members from two thirds of the states, and a majority of all the states shall be necessary to a choice. And if the house of representatives shall not choose a president whenever the right of choice shall devolve upon them, before the fourth day of March next following, then the vice- president shall act as president, as in the case of the death or other constitutional disability of the president.

> 2. The person having the greatest number of votes as vice president, shall be the vice president, if such number be a majority of the whole number of electors appointed; and if no person have a majority, then from the two highest numbers on the list, the senate shall choose the vice president: a quorum for the purpose shall consist of two thirds of the whole number of senators, and a majority of the whole number shall be necessary to a choice.

> 3. But no person constitutionally ineligible to the office of president, shall be eligible to that of vice president of the United States.

#### ARTICLE 13.

Citizenship forfeited by the acceptconnected

If any citizen of the United States shall accept, claim, receive, or retain any title of nobility or honor, or shall, without the consent of congress, accept and retain any present, pension, foreign power, office, or emolument of any kind whatever, from any emperor, of any title of king, prince, or foreign power, such person shall cease to be a nobility, office king, prince, or foreign power, such person shall cease to be a of emolument citizen of the United States, and shall be incapable of holding of any kind, Sec, as any office of trust or profit under them, or either of them.

[Note: The 11th article of the amendments to the constitution, was proposed at the with this sub-second session of the third congress: the 12th article, at the first session of the eighth jeet, ante, art. congress: and the 15th article, at the second session of the eleventh congress.]

#### CHAPTER 5.

Treaty establishing the respondence and conneces between the United States and France.

Treaties, contracts, and conventions, concluded, at different periods, between the United States of America and France, up to the year 1814.

No. 1. Treaty of amity and commerce between the United States of America and his most christian majesty.

ORIGINAL.

ORIGINAL.

Treaty of amity and commerce.

Traite d'amitie et de commerce.

THE most christian king, LE roi très chrétien, et les and the thirteen United States treize Etats Unis de l'Amérique of North America, to wit: New- Septentrionale, savoir, New Hampshire, Massachusetts Bay, Hampshire, la Baye de Massa-

### LAW

OF

#### THE UNITED STATES OF AMERICA,

HOY

THE 4th OF MARCH, 1789, TO THE 4th OF MARCH, 1815.

EXCLUDING

THE CONSTITUTION OF THE UNITED STATES, THEOLD ACT OF CONFEDERATION, TREATERS,

AND MANY OTHER VALUABLE ORDINANCES AND DOCUMENTS;

WITH

#### COPIOUS NOTES AND REFERENCES.

ARRANGED AND PUBLISHED COMES THE ACTIONERS OF AN ACT OF CONGRESS

#### IN FIVE VOLUMES.

VOL L

PUBLISHED BY

TOUR BIOTEN AND W. JOHN DUANE, PHILADELPHIA, AND  $(\theta, \theta)$  WEIGHT MAN, WASHINGTON CITY

1815.

New constitu-

Resolved unanimously, That the said report, with the resolution to be sub-tions and letter accompanying the same, be transmitted to the mitted to state several legislatures, in order to be submitted to a convention of delegates chosen in each state by the people thereof, in conformity to the resolves of the convention, made and provided in that case.

#### SATURDAY, SEPTEMBER 13, 1788.

On the question to agree to the following proposition, it was resolved in the affirmative by the unanimous votes of nine states, viz of New Hampshire, Massachusetts, Connecticut, New York, New Jersey, Pennsylvania, Virginia, South Carolina, and Georgia.

The new constitution declared to be ratified.

Frderal go-Access west to

of March,

1780

Whereas the convention assembled in Philadelphia, pursuant to the resolution of congress of the 21st February, 1787, did, on the 17th of September in the same year, report to the United States in congress assembled, a constitution for the people of the United States; whereupon, congress, on the 28th of the same September, did resolve unanimously. " that the said report, with the resolutions and letter accompanying the same, be transmitted to the several legislatures, in order to be submitted to a convention of delegates chosen in each state by the people thereof, in conformity to the resolves of the convention made and provided in that case:" and whereas the constitution so reported by the convention, and by congress transmitted to the several legislatures, has been ratified in the manner therein declared to be sufficient for the establishment of the same, and such ratifications duly authenticated have been received by congress, and "filed in the office of the secretary; therefore,

Res: Ivea, That the first Wednesday in January next, be the day for appointing electors in the several states, which before go alto o era the said day shall have ratified the said constitution; that the first tion on the 4th Wednesday in February next, be the day for the electors to assemble in their respective states, and vote for a president; and that the first Wednesday in March next, be the time, and the

["New York.] present seat of congress the place, for commencing proceedings under the said constitution.

#### CHAPTER 1.

#### CONSTITUTION OF THE UNITED STATES.

WE, the people of the United States, in order to form a more perfect union, establish justice, ensure domestic tranquillity, provide for the common defence, promote the general welfare, and secure the blessings of liberty to ourselves and our posterity, do ordain and establish this constitution for the United States of America.

#### ARTICLE 1.

#### SECTION 1.

Legislative powers vested in congress.

1. All legislative powers herein granted, shall be vested in a congress of the United States, which shall consist of a senate and house of representatives.

2. The privilege of the writ of habeas corpus shall not be sus- The writ of 2. The privilege of the writ of habeas corpus attack the public babeas corpus pended, unless when, in cases of rebellion or invasion, the public babeas corpus pended, unless when, in cases of rebellion or invasion, the public babeas corpus safety may require it.

3. No bill of attainder, or ex post facto law, shall be passed. No bills of at4. No capitation or other direct tax shall be laid, unless in post facto
proportion to the census or enumeration herein before directed laws. to be taken.

5. No tax or duty shall be laid on articles exported from any census. state. No preference shall be given by any regulation of com-No export duty, nor merce or revenue to the ports of one state over those of another: preference of nor shall vessels bound to or from one state be obliged to enter, one state to clear, or pay duties in another.

6. No money shall be drawn from the treasury, but in conse- Money to be quence of appropriations made by law: and a regular statement expended by and account of the receipts and expenditures of all public mo-legal appropriation only.

ney, shall be published from time to time.

7. No title of nobility shall be granted by the United States, No titles of and no person holding any office of profit or trust under them, nobility can be conferred by shall, without the consent of the congress, accept of any present, the United emolument, office, or title of any kind whatever, from any king, States; nor prince, or foreign state.

#### SECTION 10.

1. No state shall enter into any treaty, alliance, or confedera-ments, art. tion; grant letters of marque and reprisal; coin money; emit bills powers with of credit; make any thing but gold and silver coin a tender in drawn from payment of debts; pass any bill of attainder, ex post facto law, or the states inlaw impairing the obligation of contracts; or grant any title of

nobility.

2. No state shall, without the consent of the congress, lay any Powers which imposts or duties on imports or exports, except what may be ab. the states can solutely necessary for executing its inspection laws; and the net under the produce of all duties and imposts, laid by any state on imports sanction of or exports, shall be for the use of the treasury of the United congress States, and all such laws shall be subject to the revision and control of the congress. No state shall, without the consent of congress, lay any duty of tonnage, keep troops or ships of war in time of peace, enter into any agreement or compact with another state, or with a foreign power, or engage in war, unless actually invaded, or in such imminent danger as will not admit of delay.

Direct taxes according to

can its officers accept prements, &c. See amend-

#### ARTICLE 2.

#### SECTION 1.

1. The executive power shall be vested in a president of the Executive United States of America. He shall hold his office during the power vested term of four years, and together with the vice provident, term of four years, and, together with the vice president, chosen &c. for the same term, be elected as follows:

2. Each state shall appoint, in such manner as the legislature Electors of thereof may direct, a number of electors, equal to the whole president and number of senators and representatives to which the state may be vice president, number of senators and representatives to which the state may be &c. entitled in the congress; but no senator or representative, or person holding an office of trust or profit under the United States, shall be appointed an elector.

Yor. 1.

Letter from the convention that framed the constitution, to the president of congress.

5. That it will meet the full and entire approbation of every state, is not perhaps to be expected; but each will doubtless consider, that had her interest been alone consulted, the consequences might have been particularly disagreeable or injurious to others; that it is liable to as few exceptions as could reasonably have been expected, we hope and believe; that it may promote the lasting welfare of that country so dear to us all, and secure her freedom and happiness, is our most ardent wish. With great respect, we have the honor to be, sir, your excellency's most obedient and humble servants.

By unanimous order of the convention.

GEORGE WASHINGTON, president.

His excellency the president of congress.

tution.

Amendments [The conventions of a number of the states having, at the time of their adopting to the constitution, expressed a desire, in order to prevent misconstruction or and constitution, expressed a desire, in order to prevent misconstruction or aluse of its powers, that further declaratory and restrictive clauses should be added, congress, at the session begun and held at the city of New York, on Wednesday, the 4th of March, 1789, proposed to the legislatures of the several states twelve amendments, ten of which only were adopted. They are the ten form following. first following. ]

#### AMENDMENTS TO THE CONSTITUTION.

#### ARTICLE 1.

Congress prohibited from interfering of speech, of

Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging with religion, the freedom of speech, or of the press; or the right of the peowith freedom ple peaceably to assemble, and to petition the government for a the press, and redress of grievances.

the right of petition.

ARTICLE 2.

Right of the and bear arms, &c.

A well regulated militia being necessary to the security of a people to keep free state, the right of the people to keep and bear arms shall not be infringed.

#### ARTICLE 3.

No soldier to in any house. without consent, &c.

No soldier shall, in time of peace, be quartered in any house be quartered without the consent of the owner; nor in time of war, but in a during peace, manner to be prescribed by law.

#### ARTICLE 4.

No search sue, except on probable cause, nath, Se

The right of the people to be secure in their persons, houses, warrant to is papers, and effects, against unreasonable searches and seizures, shall not be violated; and no warrants shall issue, but upon probable cause, supported by oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized.

#### ARTICLE 5.

No person to

No person shall be held to answer for a capital or otherwise be held to an infamous crime, unless on a presentment or indictment of a swer for a crime, unless grand jury, except in cases arising in the land or naval forces, or on present- in the militia, when in actual service, in time of war or public ment, &c. ex- danger; nor shall any person be subject for the same offence to land or naval be twice put in jeopardy of life or limb; nor shall be compelled,

in any criminal case, to be a witness against himself, nor be de-forces, nor to prived of life, liberty, or property, without due process of law; answer for the nor shall private property be taken for public use without just twice, &c. compensation.

#### ARTICLE 6.

In all criminal prosecutions, the accused shall enjoy the right Assurance of to a speedy and public trial, by an impartial jury of the state speedy and and district wherein the crime shall have been committed, which jury, &c. in district shall have been previously ascertained by law, and to be erininal proinformed of the nature and cause of the accusation; to be confronted with the witnesses against him; to have compulsory process for obtaining witnesses in his favor; and to have the assistance of counsel for his defence.

#### ARTICLE 7.

In suits at common law, where the value in controversy shall Right of trial exceed twenty dollars, the right of trial by jury shall be pre- hypray in suits served; and no fact tried by a jury shall be otherwise re-examin- law, above the ed in any court of the United States, than according to the rules value of \$20. of the common law.

Excessive bail shall not be required, nor excessive fines im- eruel punishposed, nor cruel and unusual punishments inflicted.

ARTICLE 8.

#### ARTICLE 9.

The enumeration in the constitution, of certain rights, shall merated, not not be construed to deny or disparage others retained by the peo- those retain-

#### ARTICLE 10.

The powers not delegated to the United States by the consti-delegated, &c. tution, nor prohibited by it to the states, are reserved to the are reserved states respectively, or to the people.

#### ARTICLE 11.

The judicial power of the United States shall not be construed Restriction of to extend to any suit in law or equity, commenced or prosecuted ess. [Secante, against one of the United States by citizens of another state, or art. 3, sec. 2, by citizens or subjects of any foreign state. by citizens or subjects of any foreign state.

#### ARTICLE 42.#

1. The electors shall meet in their respective states, and vote clause 3, page by ballot for president and vice president, one of whom, at least, 66.] shall not be an inhabitant of the same state with themselves; they Aemal mode shall name in their ballots the person voted for as president, and or electing the in distinct ballots the person voted for as vice president; and vice president and they shall make distinct lists of all persons voted for as president, of the United and of all persons voted for as vice president, and of the number States. and of all persons voted for as vice president, and of the number of votes for each, which lists they shall sign and certify, and transmit sealed to the seat of the government of the United States, directed to the president of the senate; the president of the senate shall, in the presence of the senate and house of representa-

Excessive bail, and unjust and ments, prohibited.

Rights enu-

to the states or people.

f\* See ante,

Vol. I.

States.

Note. In il-histration of this amendment, see clipp. 400, vol

Actual mode tives, open all the certificates, and the votes shall then be countof electing the ed: the person having the greatest number of votes for president, vice president shall be the president, if such number be a majority of the of the United whole number of electors appointed; and if no person have such majority, then from the persons having the highest numbers, not exceeding three, on the list of those voted for as president, the house of representatives shall choose immediately, by ballot, the president. But in choosing the president, the votes shall be taken by states, the representation from each state having one vote; a quorum for this purpose shall consist of a member or members from two thirds of the states, and a majority of all the states shall be necessary to a choice. And if the house of representatives shall not choose a president whenever the right of choice shall devolve upon them, before the fourth day of March next following, then the vice- president shall act as president, as in the case of the death or other constitutional disability of the president.

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ORIGINAL.

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Traite d'amitie et de commerce.

THE most christian king, LE roi très chrétien, et les and the thirteen United States treize Etats Unis de l'Amérique of North America, to wit: New-Septentrionale, savoir, New Hampshire, Massachusetts Bay, Hampshire, la Baye de Massa-